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सं. 7] नई दिल्ली, फरवरी 6—फरवरी 12, 2005, शनिवार/माघ 17—माघ 23, 1926
No. 7] NEW DELHI, FEBRUARY 6—FEBRUARY 12, 2005, SATURDAY/MAGHA 17—MAGHA 23, 1926

इस भाग में भिन्न पृष्ठ संख्या दी जाती है जिससे कि यह अलग संकलन के रूप में रखा जा सके
Separate Paging is given to this Part in order that it may be filed as a separate compilation

भाग II—खण्ड 3—उप-खण्ड (ii)
PART II—Section 3—Sub-section (ii)

भारत सरकार के मंत्रालयों (रक्षा मंत्रालय को छोड़कर) द्वारा जारी किए गए सांविधिक आदेश और अधिसूचनाएं
Statutory Orders and Notifications Issued by the Ministries of the Government of India
(Other than the Ministry of Defence)

कार्मिक, लोक शिकायत तथा पेंशन विभाग

(कार्मिक और प्रशिक्षण विभाग)

नई दिल्ली, 3 फरवरी, 2005

का.आ. 463.—केन्द्रीय सरकार, एतद्वारा दिल्ली विशेष पुलिस स्थापना अधिनियम, 1946 (1946 का अधिनियम सं. 25) की धारा 6 के साथ पठित धारा 5 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए आंध्र प्रदेश राज्य सरकार के गृह (एससी.ए) विभाग की अधिसूचना जी.ओ.एमएस. सं. 15 दिनांक 28-01-2005 द्वारा प्राप्त आंध्र प्रदेश राज्य सरकार की सहमति से अनंतपुर टाउन में पेनुकोंडा के विधायक श्री पारिताला रविन्द्रा की हत्या के संबंध में भारतीय दंड संहिता, 1860 (1860 का अधिनियम सं. 45) की धारा 147, 148, 448, 324, 307 और 302 सपठित धारा 149 और 120-बी और भारतीय आयुध अधिनियम, 1959 (1959 का अधिनियम सं. 54) की धारा 25 (1बी), 27 तथा विस्फोटक पदार्थ अधिनियम, 1908 (1908 का अधिनियम सं. 6) की धारा 3 एवं 5 के अधीन अनंतपुर जिला में अनंतपुर II टाउन 311 GI/2005

पुलिस स्टेशन में दर्ज अपराध मामला सं. 15/05 और उक्त अपराध (i) से संबंधित अथवा संसक्त प्रयत्नों, दुष्प्रेरणों और षडयंत्रों तथा पूर्वोक्त मामले के संबंध में उसी संव्यवहार के अनुक्रम में किए गए अथवा उसी तथ्य अथवा तथ्यों से उद्भूत किन्हीं अन्य अपराध के अन्वेषण के लिए दिल्ली विशेष पुलिस स्थापना के सदस्यों की शक्तियों और अधिकारिता का विस्तार सम्पूर्ण आंध्र प्रदेश राज्य पर करती है।

[सं० 228/15/2005-ए.वी.डी.-II]

शुभा ठाकुर, अवर सचिव

MINISTRY OF PERSONNEL, PUBLIC
GRIEVANCES AND PENSIONS

(Department of Personnel and Training)

New Delhi, the 3rd February, 2005

S. O. 463.—In exercise of the powers conferred by Sub-section (1) of Section 5 read with Section 6 of the Delhi Special Police Establishment Act, 1946 (Act No. 25

(1319)

of 1946), the Central Government with the consent of State Government of Andhra Pradesh vide Home (S.C.A) Department Notification G.O. Ms NO. 15 dated 28th January, 2005, hereby extends the powers and jurisdiction of the members of the Delhi Special Police Establishment to the whole of the State of Andhra Pradesh for investigation into the case of murder of Shri Paritala Ravindra, MLA Penukonda in Anantapur Town registered in Crime No. 15/05 of Anantapur II Town Police Station in Anantapur District under Sections 147, 148, 448, 324, 307, and 302 read with Sections 149 and 120-B of the Indian Penal Code, 1860 (Act No. 45 of 1860) and Section 25 (1B), 27 Indian Arms Act, 1959 (Act No. 54 of 1959) and Section 3 and 5 of the Explosive Substances Act, 1908 (Act No. 6 of 1908) and attempts, abetments and conspiracies in relation to or in connection with the said offence(s) and any other offences committed in the course of the same transaction or arising out of same fact or facts in relation to the aforesaid case.

[No. 228/15/2005-AVD.-II]

SHUBHA THAKUR, Under Secy.

नई दिल्ली, 4 फरवरी, 2005

का.आ. 464.—केन्द्रीय सरकार, एतद्वारा दिल्ली विशेष पुलिस स्थापना अधिनियम, 1946 (1946 का अधिनियम सं. 25) की धारा 6 के साथ पठित धारा 5 की उपधारा (1) के द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए कर्नाटक राज्य सरकार की दिनांक 02-09-2004 की अधिसूचना संख्या एच.डी. 97 पी.सी.आर. 2004 के द्वारा प्राप्त सहमति से हम्पी (होस्पेट) बेल्लारी में दिनांक 03-02-2003 को जापानी राष्ट्रिक श्री हिदेकी इशीनो के साथ की गई धोखाधड़ी के संबंध में भारतीय दंड संहिता की धारा, 1860 (1860 का अधिनियम संख्या 45) की धारा 420 के साथ पठित धारा 120-बी में दर्ज मामले की जाँच के लिए और उक्त अपराध से संबंधित अथवा संसक्त उसी संव्यवहार के अनुक्रम में किए गए अथवा उन्हीं तथ्यों से उद्भूत किन्हीं अन्य अपराधों की जाँच के लिए दिल्ली विशेष पुलिस स्थापना के सदस्यों के कार्य क्षेत्र एवं अधिकारिता का विस्तार सम्पूर्ण कर्नाटक राज्य पर करती है।

[सं० 228/106/2004-ए.वी.डी.-II]

शुभा ठाकुर, अवर सचिव

New Delhi, the 4th February, 2005

S. O. 464.—In exercise of the powers conferred by Sub-section (1) of Section 5 read with Section 6 of the Delhi Special Police Establishment Act, 1946 (Act No. 25 of 1946), the Central Government with the consent of State Government of Karnataka, vide Notification No. HD 97 PCR 2004 dated 02-09-2004, hereby extends the powers and jurisdiction of the members of the Delhi Special Police Establishment to the whole of the State of Karnataka for investigation into the case of cheating of a Japanese

National, Mr. Hideki Ishino on 3-2-2003 at Hampi (Hospet), Bellary under Section 120-B read with 420 of the Indian Penal Code, 1860 (Act No. 45 of 1860) and any other offence, committed in the course of the same transaction, or arising out of the same facts.

[No. 228/106/2004-AVD.-II]

SHUBHA THAKUR, Under Secy.

नई दिल्ली, 7 फरवरी, 2005

का.आ. 465.—केन्द्रीय सरकार, एतद्वारा दिल्ली विशेष पुलिस स्थापना अधिनियम, 1946 (1946 का अधिनियम सं. 25) की धारा 6 के साथ पठित धारा 5 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए झारखंड राज्य सरकार के गृह विभाग की अधिसूचना सं. 6/सीबीआई-1002/2005/465 दिनांक 3-1-2005 द्वारा प्राप्त झारखंड राज्य सरकार की सहमति से बगोदर विधानसभा क्षेत्र से सीपीआई (एमएल) के विधायक स्वर्गीय महेन्द्र प्रसाद सिंह की हत्या के संबंध में जिला गिरिडीह में भारतीय दंड संहिता की धारा 147, 148, 149, 302, 427, 435, आयुध अधिनियम की धारा 27 और विधिविरुद्ध क्रियाकलाप (निवारण) अधिनियम, 1967 की धारा 13 के अधीन सैरिया पुलिस स्टेशन मामला सं. 16 दिनांक 16-1-2005 तथा उसी संव्यवहार के अनुक्रम में किए गए अथवा उन्हीं तथ्यों से उद्भूत उक्त उपराधों से संबंधित अथवा संसक्त प्रयत्न, दुष्प्रेरणों और षडयंत्र तथा किसी अन्य अपराध(ों) के अन्वेषण के लिए दिल्ली पुलिस स्थापना के सदस्यों की शक्तियों और अधिकारिता का विस्तार सम्पूर्ण झारखंड राज्य पर करती है।

[सं० 228/11/2005-ए.वी.डी.-II]

शुभा ठाकुर, अवर सचिव

New Delhi, the 7th February, 2005

S. O. 465.—In exercise of the powers conferred by Sub-section (1) of Section 5 read with Section 6 of the Delhi Special Police Establishment Act, 1946 (Act No. 25 of 1946), the Central Government with the consent of State Government of Jharkhand, Home Department vide Notification No. 6/CBI-1002/2005/465 dated 3-1-2005, hereby extends the powers and jurisdiction of the members of the Delhi Special Police Establishment to the whole of the State of Jharkhand, for investigation of Saraiya P.S. Case No. 16 dated 16-1-2005 u/s 147/148/149/302/427/435 Indian Penal Code, 27 Arms Act and Section 13 of Unlawful Activities (Prevention) Act, 1967 in the district of Giridih regarding murder of Late Mahendra Prasad Singh, CPI (ML) MLA from Bagodar Assembly constituency, and abetment, attempts and conspiracy and any other offence(s) in relation to or in connection with the said offences committed in the course of the same transaction or arising out of the same facts.

[No. 228/11/2005-AVD.-II]

SHUBHA THAKUR, Under Secy.

वित्त मंत्रालय

(राजस्व विभाग)

मुख्य आयुक्त, उत्पाद तथा सीमा-शुल्क, पुणे क्षेत्र का कार्यालय

पुणे, 31 दिसम्बर, 2004

संख्या : 2/2004 सीमा शुल्क (नॉन टैरिफ)

का.आ. 466.—भारत सरकार, वित्त मंत्रालय राजस्व विभाग, नई दिल्ली द्वारा दिनांक 1-7-94 को जारी की गई अधिसूचना संख्या 33/94 सीमा शुल्क (नॉन टैरिफ) के अधीन मुझे प्रदत्त अधिकारों को कार्यान्वित करते हुए, मैं, बी. एस. गानू, मुख्य आयुक्त, केंद्रीय उत्पाद शुल्क तथा सीमाशुल्क, पुणे क्षेत्र पुणे एतद्वारा महाराष्ट्र राज्य के गाँव—वडकी, तालुका :— हवेली, जिला :—पुणे 412308 को सीमा अधिनियम, 1962 (1962 का 52) की धारा 9 के अधीन तथा प्राइवेट बाँडेड वेअरहाउस स्थापना हेतु, वेअरहाउसिंग स्टेशन के रूप में घोषित कर रहा हूँ।

[फा. संख्या VIII/48-40/सीसीयू/पी-जेड/04]

बी. एस. गानू, मुख्य आयुक्त

MINISTRY OF FINANCE

(Department of Revenue)

**OFFICE OF THE CHIEF COMMISSIONER OF
CENTRAL EXCISE AND CUSTOMS**

Pune, the 31st December, 2004

No. 2/2004 Cus. (N.T.)

S. O. 466.—In exercise of the powers conferred on me by Notification No. 33/94-Cus(NT), dtd. 1-07-94 of the Government of India, Ministry of Finance, Department of Revenue, New Delhi, I hereby declare village 'Wadki', Tal. Haveli, Distt. Pune—412 308, in the state of Maharashtra to be a **Warehousing Station**, under Section 9, of the Customs Act, 1962 (52 of 1962), for setting up Private Bonded Warehouse.

[F. No. VIII/48-40/CCU/PZ/04]

B. S. GANU, Chief Commissioner

केन्द्रीय प्रत्यक्ष कर बोर्ड

नई दिल्ली, 27 जनवरी, 2005

का.आ. 467.—सर्व साधारण की जानकारी के लिए यह अधिसूचित किया जाता है कि केन्द्र सरकार आयकर, नियमावली, 1962 के नियम 2 ड के साथ पठित आयकर अधिनियम, 1961 की धारा 10 (23 छ) के प्रयोजनार्थ कर निर्धारण वर्ष 2005-2006 से कर निर्धारण वर्ष 2020-2021 तक (दिनांक 8-11-2019 तक) अर्थात् भारतीय राष्ट्रीय राजमार्ग प्राधिकरण के साथ निष्पन्न दिनांक 9-10-2001 के रियासत करार में यथा विनिर्दिष्ट 17 वर्ष 6 माह की अवधि के लिए अथवा उससे पहले उपर्युक्त करार की शर्तों का उल्लंघन होने की

स्थिति में नीचे पैरा (3) में उल्लिखित उद्यम/उपक्रम के अनुमोदन को नवीकृत करती है।

2. यह अनुमोदन इस शर्त के अधीन है कि—

(i) उद्यम/उपक्रम आयकर नियमावली, 1962 के नियम 2 ड के साथ पठित आयकर अधिनियम, 1961 की धारा 10 (23 छ) के उपबंधों के अनुरूप होगा और उनका अनुपालन करेगा ;

(ii) केन्द्र सरकार यह अनुमोदन वापस ले लेगी यदि उद्यम/उपक्रम—

(क) आयकर अधिनियम, 1962 के नियम 2 ड के स्पष्टीकरण (ख) में यथा परिभाषित पात्र कारोबार को जारी रखना बंद कर देता है ; अथवा

(ख) खाता बहियों का रख-रखाव नहीं कराता है तथा आयकर नियमावली, 1962 के नियम 2 ड के उपनियम (6) द्वारा यथा अपेक्षित किसी लेखाकार द्वारा ऐसे खातों की लेखा परीक्षा नहीं कराता है ; अथवा

(ग) आयकर नियमावली 1962 के नियम 2 ड के उपनियम (6) द्वारा यथा अपेक्षित लेखा परीक्षा रिपोर्ट प्रस्तुत नहीं करता है।

3. अनुमोदित उद्यम/उपक्रम है :—

मैसर्स जी. एम. आर. तामबरम टिनडीवनम एक्सप्रेसवेज प्रा. लि. 6-3-866/1/जी-2, ग्रीनलैन्ड्स बेगमपैट, हैदराबाद-500016 को तामबरम-टिनडीवनम सैक्शन में तमिलनाडु राज्य में एच. एच. 45 पर किमी 67/00 से किमी 121/00 से 4 लेन तक दोहरे कैरिजवे तथा उसे मजबूत करने के लिए मौजूदा 2 लेनों को चौड़ा करने तथा किमी 28/00 से किमी 67/00 तक मौजूदा 4 लेनों को मजबूत करने की उनकी परियोजना के लिए। (फा. सं. 205/61/2001-आ.क.नि.-II) (खंड-I)।

[अधिसूचना सं. 17/2005/फा. सं. 205/61/2001-आ.क.नि.-II (खंड-I)]

रेनू जौहरी, निदेशक (आ.क.नि.-II)

CENTRAL BOARD OF DIRECT TAXES

New Delhi, the 27th January, 2005

S. O. 467.—It is notified for general information that approval to the enterprise/undertaking, listed at para (3) below has been renewed by the Central Government for the purpose of Section 10(23G) of the Income-tax Act, 1961, read with rule 2E of the Income-tax Rules, 1962 with effect from the Assessment Year 2005-06 to Assessment Year 2020-2021 (upto 08-11-2019) i.e. for a period of 17 years 6 months as specified in the concession agreement dtd. 09-10-2001 entered into with the National Highway

Authority of India, or earlier, in the event of violation of the terms of the agreement aforesaid.

2. The approval is subject to the conditions that—

- (i) the enterprise/undertaking will conform to and comply with the provisions of Section 10(23G) of the Income-tax Act, 1961, read with rule 2E of the Income-tax Rules, 1962;
- (ii) the Central Government shall withdraw this approval if the enterprise/undertaking :—
 - (a) ceases to carry on the eligible business as defined in Explanation (b) to Rule 2E of IT Rules, 1962; or
 - (b) fails to maintain books of account and get such accounts audited by an accountant as required by sub-rule (6) of rule 2E of the Income-tax Rules, 1962; or
 - (c) fails to furnish the audit report as required by sub-rule (6) of rule 2E of the Income-tax Rules, 1962.
- (iii) the enterprise mentioned in Para 3 below starts operating and maintaining the infrastructure facility after developing it in terms of Section 80-IA(4)(i)(c) of the Income-tax Act, 1961 and in accordance with the concession agreement dated 09-10-2001 entered into with the National Highway Authority of India, failing which the approval shall be withdrawn.

3. The enterprise/undertaking approved is—

M/s GMR Tambaram Tindivanam Expressways Pvt. Ltd., 6-3-866/1/G2, Greenlands, Begumpet, Hyderabad-500016 for their project of strengthening of existing 4 lanes from Km. 28/00 to Km. 67/00 and widening of the existing 2 lanes from Km. 67/00 to Km. 121/00 to 4 lane dual carriageway and strengthening thereof in Tambaram-Tindivanam section on NH 45 in the State of Tamil Nadu on build, Operate and Transfer (BOT) basis (F. No. 205/61/2001—ITA-II(Vol.1)).

[Notification No. 17/2005/F. No. 205/61/2001/ITA. II (Vol. 1)]

RENU JAUHRI, Director (ITA-II)

नई दिल्ली, 31 जनवरी, 2005

(आयकर)

का.आ. 468.—सामान्य जानकारी के लिए यह अधिसूचित किया जाता है कि केन्द्र सरकार द्वारा अधोलिखित संगठन को उसके

नाम के सामने उल्लिखित अवधि के लिए आयकर नियमावली, 1962 के नियम 6 के साथ पठित आयकर अधिनियम, 1961 की धारा 35 की उपधारा (I) के खंड (II) के प्रयोजनार्थ "संस्था" श्रेणी के अन्तर्गत निम्नलिखित शर्तों के अधीन अनुमोदित किया गया है :—

- (i) अधिसूचित संगठन अपने अनुसंधान कार्यकलापों के लिए अलग लेखा-बहियों का रख-रखाव करेगा;
- (ii) अधिसूचित संगठन प्रत्येक वित्तीय वर्ष के लिए अपनी वैज्ञानिक अनुसंधान गतिविधियों की वार्षिक विवरणी प्रत्येक वर्ष 31 मई को अथवा उससे पहले सचिव वैज्ञानिक और औद्योगिक अनुसंधान विभाग 'टेक्नोलॉजी भवन' न्यू महरौली रोड, नई दिल्ली-110016 को प्रस्तुत करेगा;
- (iii) अधिसूचित संगठन केन्द्र सरकार की तरफ से नामोदिष्ट निर्धारण अधिकारी को आयकर की विवरणी प्रस्तुत करने के अतिरिक्त अपने लेखा परीक्षित वार्षिक लेखों की एक प्रति तथा अपने अनुसंधान कार्यकलापों, जिसके लिए आयकर अधिनियम, 1961 की धारा 35 की उपधारा (I) के अन्तर्गत छूट प्रदान की गई थी, के संबंध में आय एवं व्यय खाते की लेखा परीक्षा की भी एक प्रति संगठन पर अधिकार क्षेत्र वाले (क) आयकर महानिदेशक (छूट) आयकर भवन, 9वां और 10वां तल, सेक्टर-3, वैशाली, गाजियाबाद, (ख) सचिव, वैज्ञानिक एवं औद्योगिक अनुसंधान विभाग, तथा (ग) आयकर आयुक्त/आयकर निदेशक (छूट) को प्रत्येक वर्ष 31 अक्टूबर को अथवा उससे पहले प्रस्तुत करेगा।

क्रम सं.	अनुमोदित संगठन का नाम	अवधि जिसके लिए अधिसूचना प्रभावी है
1.	नेशनल एक्करेडिशन बोर्ड फार टेस्टिंग एण्ड कैलिब्रेशन लेबोरेटरीज (एन.ए.बी.एल) डिपार्टमेंट आफ साईंस एण्ड टेक्नोलॉजी, टेक्नोलॉजी भवन, न्यू महरौली रोड, नई दिल्ली।	2-9-2000 से 31-3-2003

टिप्पणी : (i) उपर्युक्त शर्त (i) "संघ" के रूप में श्रेणीबद्ध संगठन पर लागू नहीं होगी।

- (ii) अधिसूचना संगठन को सलाह दी जाती है कि वह अनुमोदन के नवीकरण के लिए तीन प्रतियों में और पहले ही अधिकार क्षेत्र वाले आयकर आयुक्त/आयकर निदेशक (छूट) के माध्यम से केन्द्र सरकार को आवेदन करें। अनुमोदन के नवीकरण के लिए आवेदन पत्र की तीन प्रतियां सचिव, वैज्ञानिक और औद्योगिक अनुसंधान विभाग को सीधे भेजी जाएंगी।

[अधिसूचना सं.18/2005/फा.सं. 203/31/2003-आयकर नि.II]

निधि सिंह, अवर सचिव

New Delhi, the 31st January, 2005

(INCOME TAX)

S.O. 468.—It is hereby notified for general information that the organisation mentioned below has been approved by the Central Government for the period mentioned below, for the purpose of clause (ii) of sub-section (1) of Section 35 of the Income Tax Act, 1961, read with Rule 6 of the Income Tax Rules, 1962, under the category "Institution" subject to the following conditions :—

- (i) The organization shall maintain separate book of accounts for its research activities;
- (ii) The notified organisation shall furnish the Annual Return of its scientific research activities to the Secretary, Department of Scientific & Industrial Research, 'Technology Bhawan', New Mehrauli Road, New Delhi-110016 for every financial year on or before 31st May of each year;
- (iii) The notified organization shall submit, on behalf of the Central Government, to (a) the Director General of Income Tax (Exemption), Aayakar Bhawan, 9th and 10th Floor, Sector 3, Vaishali, Ghaziabad, (b) the Secretary, Department of Scientific & Industrial Research, and (c) the Commissioner of Income tax/Director of Income tax (Exemptions) having jurisdiction over the organisation, on or before the 31st October each year, a copy of its audited Annual Accounts and also a copy of audited Income & Expenditure Account in respect of its research activities for which exemption was granted under sub-section (1) of Section 35 of Income Tax Act, 1961 in addition to the return of income tax to the designated assessing officer

S. No.	Name of the organisation approved	Period for which notification is effective
1.	National Accreditation Board for Testing and Calibration Laboratories (NABL) Department of Science & Technology, Technology Bhawan, New Mehrauli Road, New Delhi.	2-9-2000 to 31-3-2003

Notes: (i) Condition (i) above will not apply to the organization categorized as "Association"

(ii) The notified organization is advised to apply in triplicates as well in advance for further renewal of the approval, to the Central Government through the Commissioner of Income tax/ Director of Income tax (Exemptions) having jurisdiction. Three copies of the application for renewal of approval should also be sent directly to the Secretary, Department of Scientific and Industrial Research.

[Notification No. 18/2005 /F. No. 203/31/2003-ITA-II]

NIDHI SINGH, Under Secy.

सूचना और प्रसारण मंत्रालय

नई दिल्ली, 28 जनवरी, 2005

का.आ. 469.—केन्द्रीय सरकार, राजभाषा (संघ के शासकीय प्रयोजनों के लिए प्रयोग) नियम, 1976 के नियम 10 के उप नियम (4) के अनुसरण में दूरदर्शन महानिदेशालय (सूचना और प्रसारण मंत्रालय) के निम्नलिखित अधीनस्थ कार्यालयों, जिनके 80% से अधिक कर्मचारीवृन्द ने हिंदी का कार्यसाधक ज्ञान प्राप्त कर लिया है, को अधिसूचित करती है :—

1. दूरदर्शन अनुरक्षण केन्द्र, धर्मशाला
2. दूरदर्शन अल्प शक्ति प्रेषित्र, सुजानपुर
3. दूरदर्शन अल्प शक्ति प्रेषित्र, धर्मशाला
4. दूरदर्शन अनुरक्षण केन्द्र, बिलासपुर
5. दूरदर्शन अल्प शक्ति प्रेषित्र, बिलासपुर
6. दूरदर्शन अल्प शक्ति प्रेषित्र, कोरबा
7. दूरदर्शन अल्प शक्ति प्रेषित्र, रायगढ़
8. दूरदर्शन अल्प शक्ति प्रेषित्र, सक्ति
9. दूरदर्शन अल्प शक्ति प्रेषित्र, चम्पा
10. दूरदर्शन अल्प शक्ति प्रेषित्र, खरोत
11. दूरदर्शन अनुरक्षण केन्द्र, रामपुर
12. दूरदर्शन अल्प शक्ति प्रेषित्र, मुरादाबाद
13. दूरदर्शन अल्प शक्ति प्रेषित्र, रामपुर
14. दूरदर्शन अल्प शक्ति प्रेषित्र, सम्भल
15. दूरदर्शन अल्प शक्ति प्रेषित्र, अमरोहा
16. दूरदर्शन अल्प शक्ति प्रेषित्र, काशीपुर

[फा. सं.ई-11017/4/2002-हिन्दी]

समय सिंह कटारिया, निदेशक (राजभाषा)

MINISTRY OF INFORMATION AND BROADCASTING

New Delhi, the 28th January, 2005

S. O. 469.—In pursuance of Sub-rule (4) of Rule 10 of the Official Language (Use for Official Purposes of the Union) Rule, 1976, the Central Government hereby notifies the following subordinate offices of DG:Doordarshan (Ministry of Information and Broadcasting), more than 80% of the staff whereof have acquired the working knowledge of Hindi.

1. Doordarshan Maintenance Centre, Dharamshala.
2. Doordarshan Low Power Transmitter, Sujampur.
3. Doordarshan Low Power Transmitter, Dharamshala.
4. Doordarshan Maintenance Centre, Bilaspur.
5. Doordarshan Low Power Transmitter, Bilaspur.
6. Doordarshan Low Power Transmitter, Korba.

7. Doordarshan Low Power Transmitter, Raigarh.
8. Doordarshan Low Power Transmitter, Sakti.
9. Doordarshan Maintenance Centre, Champa.
10. Doordarshan Low Power Transmitter, Kharod.
11. Doordarshan Maintenance Centre, Rampur.
12. Doordarshan Low Power Transmitter, Muradabad.
13. Doordarshan Low Power Transmitter, Rampur.
14. Doordarshan Low Power Transmitter, Sambhal.
15. Doordarshan Low Power Transmitter, Amroha.
16. Doordarshan Low Power Transmitter, Kashipur.

[F. No. E-11017/4/2002-Hindi]

S. S. KATARIA, Director (O.L.)

परमाणु ऊर्जा विभाग

मुंबई, 25 जनवरी, 2005

का.आ. 470.—सार्वजनिक परिसर (अनधिकृत दखल से बेदखली) नियम, 1971 (1971 का 40) के खंड 3 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केंद्रीय सरकार एतद्वारा निम्नलिखित सारणी के कॉलम (1) में उल्लिखित अधिकारी, जो सरकार के राजपत्रित अधिकारी की श्रेणी के समकक्ष अधिकारी है, को उक्त अधिनियम के प्रयोजनार्थ सम्पदा अधिकारी के रूप में नियुक्त करती है और जो उक्त सारणी की कॉलम संख्या (2) में निर्दिष्ट सार्वजनिक परिसरों के संबंध में उनके क्षेत्राधिकार में आनेवाली स्थानीय सीमाओं में उक्त अधिनियम के द्वारा या उसके तहत सम्पदा अधिकारी को प्रदत्त शक्तियों का प्रयोग तथा अधिरोपित कर्तव्यभार का निष्पादन करेंगे।

सारणी

अधिकारी का पदनाम	सार्वजनिक परिसर की श्रेणियाँ तथा स्थानीय सीमाएं या क्षेत्राधिकार
(1)	(2)
अतिरिक्त प्रबंधक (कार्मिक), तुरमडीह माईंस, यूसीआईएल, सुंदरनगर, जिला- झारखंड में यूरैनियम कारपोरेशन ऑफ इंडिया लिमिटेड, के स्वामित्व वाले या उनके द्वारा पट्टे पर लिए गए परिसर जो तुरमडीह परियोजना के प्रशासनिक नियंत्रण में है।	तुरमडीह एवं बंदूहुरंग माईंस, पीओ: सुंदरनगर, जिला-सिंहभूम (पूर्व), पी ओ : सुंदरनगर, जिला- झारखंड में यूरैनियम कारपोरेशन ऑफ इंडिया लिमिटेड, के स्वामित्व वाले या उनके द्वारा पट्टे पर लिए गए परिसर जो तुरमडीह परियोजना के प्रशासनिक नियंत्रण में है।

[संख्या 10/8(17)/2004-पीएसयू/777]

जी. एम. नायर, अवर सचिव

DEPARTMENT OF ATOMIC ENERGY

Mumbai, the 25th January, 2005

S. O. 470.—In exercise of the powers conferred by Section 3 of the Public Premises (Eviction of Unauthorized Occupants) Act, 1971 (40 of 1971), the Central Government

hereby appoints the officer mentioned in column (1) of the Table given below, being an officer equivalent to the rank of a Gazetted Officer of the Government, to be estate officer for the purposes of the said Act, who shall exercise the powers conferred and perform the duties imposed on estate officer by or under the said Act within the local limits of his jurisdiction in respect of the public premises specified in column (2) of the said Table.

TABLE

Designation of the Officer	Public Premises
(1)	(2)
Additional Manager (Personnel), Turamdih Mines Uranium Corporation of India Limited, PO : Sundarnagar, District Singhbhum (East), Jharkhand-832102.	Premises belonging to or taken on lease for the Uranium Corporation of India Limited at Turamdih and Banduhurang Mines, PO : Sundarnagar, District Singhbhum (East), Jharkhand, which are under the administrative control at Turamdih Project.

[F. No. 10/8(17)2004-PSU/777]

G. M. NAIR, Under Secy.

स्वास्थ्य और परिवार कल्याण मंत्रालय

(स्वास्थ्य विभाग)

नई दिल्ली, 1 फरवरी, 2005

का.आ. 471.—दन्त चिकित्सक अधिनियम, 1948 (1948 का 16) की धारा 3 के खंड (च) के अनुसरण में डॉ. एस.एम. बालाजी को डॉ. सी. भास्कर राव जिनका कार्यकाल दिनांक 31-1-2005 को समाप्त हो गया है, के स्थान पर दिनांक 1-2-2005 से केन्द्र सरकार द्वारा भारतीय दंत चिकित्सा परिषद् के एक सदस्य के रूप में नामित किया गया है।

2. अतः, अब उक्त अधिनियम की धारा 6 की उपधारा (1) के साथ पठित धारा 3 के खंड (च) के अनुसरण में, केन्द्र सरकार एतद्वारा भारत सरकार, स्वास्थ्य और परिवार कल्याण मंत्रालय (स्वास्थ्य विभाग) की दिनांक 24 जनवरी, 1984 की अधिसूचना सं. का.आ. 430 में निम्नलिखित संशोधन करती है, अर्थात् :—

दंत चिकित्सक अधिनियम, 1948 की धारा 3 (च) के अंतर्गत 'नामित' शीर्षक के अंतर्गत क्रम सं. 3 के सामने निम्नलिखित प्रविष्टियां प्रतिस्थापित की जाएंगी, अर्थात् :—

3. डॉ. एस.एम. बालाजी नामित केन्द्र सरकार 1-2-2005 30, कविंगर भारतीदसन रोड, तेझामपेट, चेन्नई-600018

[सं. वी. 12013/1/2004-पीएमएस]

ए. के. सिंह, अवर सचिव

MINISTRY OF HEALTH AND FAMILY WELFARE**(Department of Health)**

New Delhi, the 1st February, 2005

S.O. 471.—Whereas, in pursuance of clause (f) of Section 3 of the Dentists Act, 1948 (16 of 1948), Dr. S. M. Balaji has been nominated as a member by the Central Government to the Dental Council of India with effect from 01-02-2005 in place of Dr. C. Bhasker Rao whose term has expired on 31-01-2005.

2. Now, therefore in pursuance of clause (f) of Section 3 read with sub-section (1) of Section 6 of the said Act, the Central Government hereby makes the following amendment in the notification of the Government of India, in the Ministry of Health and Family Welfare (Department of Health), No. S.O. 430 dated 24th January, 1984, namely :—

Against serial No. 3 under the heading 'Nominated u/s 3(f) of the Dentists Act, 1948 the following entries shall be substituted, namely :

3. Dr. S. M. Balaji,	Nominated	Central	01-02-2005
30, Kavinagar		Government	
Bharathidasan			
Road, Teynampet,			
Chennai-600018.			

[No. V-12013/1/2004-PMS]

A. K. SINGH, Under Secy.

(पी.एम.एस. अनुभाग)

नई दिल्ली, 2 फरवरी, 2005

का.आ. 472.—दन्त चिकित्सक अधिनियम, 1948 (1948 का 16) की धारा 10 की उप-धारा (2) द्वारा प्रदत्त शक्तियों के अनुसरण में, केन्द्र सरकार भारतीय दंत चिकित्सा परिषद् से परामर्श करने के पश्चात्, उक्त अधिनियम की अनुसूची के भाग-I में निम्नलिखित संशोधन करती है, अर्थात् :—

2. बेंगलूर विश्वविद्यालय, बेंगलूर से संबंधित दंत चिकित्सक अधिनियम, 1948 (1948 का 16) की अनुसूची के भाग I में क्रम संख्या 17 के सामने कॉलम 2 तथा 3 की मौजूदा प्रविष्टियों के अन्तर्गत एन एस वी के श्री वेंकटेश्वर डेंटल कालेज एंड हास्पिटल, बेंगलूर के संबंध में निम्नलिखित प्रविष्टियां अंतःस्थापित की जाएंगी :—

XV एन एस वी के श्री वेंकटेश्वर डेंटल कालेज एंड हास्पिटल, बेंगलूर

- (i) बैचलर आफ डेंटल सर्जरी बी डी एस (बेंगलूर)
(यदि यह 17-9-1996 को अथवा उसके बाद प्रदान की गई हो)

[सं. वी-12017/23/94-पी एम एस]

ए. के. सिंह, अवर सचिव

(P.M.S. Section)

New Delhi, the 2nd February, 2005

S.O. 472.—In exercise of the powers conferred by sub-section (2) of Section 10 of the Dentists Act, 1948 (16 of 1948), the Central Government, after consultation with Dental Council of India, hereby makes the following amendments in Part-I of the Schedule to the said Act, namely :—

2. Under the existing entries of column 2 and 3 against Serial No. 17, in Part-I of the Schedule to the Dentists Act, 1948 (16 of 1948) pertaining to Bangalore University, Bangalore the following entries in respect of NSVK Sri Venkateshwara Dental College and Hospital, Bangalore shall be inserted :—

XV. NSVK Sri Venkateshwara Dental College and Hospital, Bangalore

- (i) Bachelor of Dental Surgery BDS (Bangalore)
(When granted on or after 17-9-1996)

[No. V-12017/23/94-PMS]

A. K. SINGH, Under Secy.

नई दिल्ली, 2 फरवरी, 2005

का.आ. 473.—दन्त चिकित्सक अधिनियम, 1948 (1948 का 16) की धारा 10 की उप-धारा (2) द्वारा प्रदत्त शक्तियों के अनुसरण में, केन्द्र सरकार भारतीय दंत चिकित्सा परिषद् से परामर्श करने के पश्चात्, उक्त अधिनियम की अनुसूची के भाग-I में निम्नलिखित संशोधन करती है, अर्थात् :—

2. राजीव गांधी स्वास्थ्य विज्ञान विश्वविद्यालय, बेंगलूर से संबंधित दंत चिकित्सक अधिनियम, 1948 (1948 का 16) की अनुसूची के भाग I में क्रम संख्या 49 के सामने कॉलम 2 तथा 3 की मौजूदा प्रविष्टियों के अन्तर्गत एन एस वी के श्री वेंकटेश्वर डेंटल कालेज एंड हास्पिटल, बेंगलूर के संबंध में निम्नलिखित प्रविष्टियां अंतःस्थापित की जाएंगी :—

XXXVI एन एस वी के श्री वेंकटेश्वर डेंटल कालेज एंड हास्पिटल, बेंगलूर

- (i) बैचलर आफ डेंटल सर्जरी बी डी एस
(यदि यह 30-10-2003 को अथवा (आर जी यू एच एस)
उसके बाद प्रदान की गई हो) बेंगलूर

[सं. वी-12017/23/94-पी एम एस]

ए. के. सिंह, अवर सचिव

New Delhi, the 2nd February, 2005

S.O. 473.—In exercise of the powers conferred by sub-section (2) of Section 10 of the Dentists Act, 1948 (16 of 1948), the Central Government, after consultation with Dental Council of India, hereby makes the following amendments in Part-I of the Schedule to the said Act, namely :—

2. Under the existing entries of column 2 and 3 against Serial No. 49, in Part-I of the Schedule to the

Dentists Act, 1948 (16 of 1948) pertaining to Rajiv Gandhi University of Health Sciences (RGUHS), Bangalore the following entries in respect of NSVK Sri Venkateshwara Dental College and Hospital, Bangalore shall be inserted :—

XXXVI. NSVK Sri Venkateshwara Dental College and Hospital, Bangalore

- (i) Bachelor of Dental Surgery BDS, (RGUHS),
(When granted on or after Bangalore
30-10-2003)

[No. V-12017/23/94-PMS]

A. K. SINGH, Under Secy.

नई दिल्ली, 2 फरवरी, 2005

का.आ. 474.—दन्त चिकित्सक अधिनियम, 1948 (1948 का 16) की धारा 10 की उप-धारा (2) द्वारा प्रदत्त शक्तियों के अनुसरण में, केन्द्र सरकार भारतीय दंत चिकित्सा परिषद् से परामर्श करने के पश्चात्, उक्त अधिनियम की अनुसूची के भाग-I में निम्नलिखित संशोधन करती है, अर्थात् :—

2. कर्नाटक विश्वविद्यालय, धारवाड़ से संबंधित दंत चिकित्सक अधिनियम, 1948 (1948 का 16) की अनुसूची के भाग I में क्रम संख्या 35 के सामने कॉलम 2 तथा 3 की मौजूदा प्रविष्टियों के अन्तर्गत मराठा मण्डल्स डेंटल कालेज, बेलगाम के संबंध में निम्नलिखित प्रविष्टियां अंतःस्थापित की जाएंगी :—

III मराठा मण्डल्स डेंटल कालेज, बेलगाम

- (i) बैचलर आफ डेंटल सर्जरी बी डी एस, कर्नाटक
(यदि यह 9-5-1996 को अथवा
उसके बाद प्रदान की गई हो)

[सं. वी-12017/16/94-पी एम एस (खण्ड V)]

ए. के. सिंह, अवर सचिव

New Delhi, the 2nd February, 2005

S.O. 474.—In exercise of the powers conferred by sub-section (2) of Section 10 of the Dentists Act, 1948 (16 of 1948), the Central Government, after consultation with Dental Council of India, hereby makes the following amendments in Part-I of the Schedule to the said Act, namely :—

2. Under the existing entries of column 2 and 3 against Serial No. 35, in Part-I of the Schedule to the Dentists Act, 1948 (16 of 1948) pertaining to Karnataka University, Dharwad, the following entries in respect of Maratha Mandal's Dental College, Belgaum shall be inserted thereunder :—

III. Maratha Mandal's Dental College, Belgaum

- (i) Bachelor of Dental Surgery BDS, Karnataka
(When granted on or after
9-5-1996)

[No. V-12017/16/94-PMS (Vol.V)]

A. K. SINGH, Under Secy.

नई दिल्ली, 2 फरवरी, 2005

का.आ. 475.—दन्त चिकित्सक अधिनियम, 1948 (1948 का 16) की धारा 10 की उप-धारा (2) द्वारा प्रदत्त शक्तियों के अनुसरण में, केन्द्र सरकार भारतीय दंत चिकित्सा परिषद् से परामर्श करने के पश्चात्, उक्त अधिनियम की अनुसूची के भाग-I में निम्नलिखित संशोधन करती है, अर्थात् :—

2. राजीव गांधी स्वास्थ्य विज्ञान विश्वविद्यालय, बेंगलूर से संबंधित दंत चिकित्सक अधिनियम, 1948 (1948 का 16) की अनुसूची के भाग I में क्रम संख्या 49 के सामने कॉलम 2 तथा 3 की मौजूदा प्रविष्टियों के अन्तर्गत मराठा मण्डल्स डेंटल कालेज, बेलगाम के संबंध में निम्नलिखित प्रविष्टियां अंतःस्थापित की जाएंगी :—

XXXVII मराठा मण्डल्स डेंटल कालेज, बेलगाम

- (i) बैचलर आफ डेंटल सर्जरी बी डी एस
(यदि यह 9-10-2004 को अथवा (आर जी यू एच एस)
उसके बाद प्रदान की गई हो) बेंगलूर

[सं. वी-12017/16/94-पी एम एस (खण्ड V)]

ए. के. सिंह, अवर सचिव

New Delhi, the 2nd February, 2005

S.O. 475.—In exercise of the powers conferred by sub-section (2) of Section 10 of the Dentists Act, 1948 (16 of 1948), the Central Government, after consultation with Dental Council of India, hereby makes the following amendments in Part-I of the Schedule to the said Act, namely :—

2. Under the existing entries of column 2 and 3 against Serial No. 49, in Part-I of the Schedule to the Dentists Act, 1948 (16 of 1948) pertaining to Rajiv Gandhi University of Health Sciences (RGUHS), Bangalore, the following entries in respect of Maratha Mandal's Dental College Belgaum shall be inserted thereunder :—

XXXVII. Maratha Mandal's Dental College, Belgaum

- (i) Bachelor of Dental Surgery BDS, (RGUHS)
(When granted on or after Bangalore
9-10-2004)

[No. V-12017/16/94-PMS (Vol.V)]

A. K. SINGH, Under Secy.

नई दिल्ली, 2 फरवरी, 2005

का.आ. 476.—भारतीय आयुर्विज्ञान परिषद् अधिनियम, 1956 (1956 का 102) की धारा 3 की उपधारा (1) के खंड (ख) के अनुसरण में, प्रो. (श्रीमती) शमीम जहां रिजवी, जे.एच. मेडिकल कालेज, अलीगढ़ को अलीगढ़ मुस्लिम विश्वविद्यालय के अंतर्गत इस अधिसूचना के ज.हो. की तारीख से भारतीय आयुर्विज्ञान परिषद् के एक सदस्य के रूप में नियुक्त किया जा रहा है।

अतः, अब, उक्त अधिनियम की धारा 3 की उपधारा (1) के उपबंध के अनुसरण में केन्द्र सरकार एतद्वारा भारत सरकार के तत्कालीन स्वास्थ्य मंत्रालय की दिनांक 9 जनवरी, 1960 की अधिसूचना संख्या का.आ. 138 में निम्नलिखित और संशोधन करती है, अर्थात् :—

उक्त अधिसूचना में "धारा 3 की उपधारा (1) के खण्ड (ख) के अधीन निर्वाचित" शीर्षक के अंतर्गत क्रम संख्या 42 और उससे संबंधित प्रविष्टियों के स्थान पर निम्नलिखित क्रम संख्या और प्रविष्टियां प्रतिस्थापित की जाएंगी, अर्थात् :—

"42. प्रो. (श्रीमती) शमीम जहां अलीगढ़ मुस्लिम
रिजवी, जे. एन. मेडिकल विश्वविद्यालय
कालेज, अलीगढ़ (उ.प्र.)

[सं. वी-11013/2/2004-एन.ई. (नीति-1)]

पी. जी. कलाधरण, अवर सचिव

पाद टिप्पण : मुख्य अधिसूचना दिनांक 9-1-1960 का.आ. 138 के तहत भारत के राजपत्र में प्रकाशित हुई थी।

New Delhi, the 2nd February, 2005

S. O. 476.—Whereas, in pursuance of clause (b) of Sub-section (1) of Section 3 of the Indian Medical Council Act, 1956 (102 of 1956) Prof. (Mrs.) Shameem Jahan Rizvi, J. N. Medical College, Aligarh has been elected by the Court of the Aligarh Muslim University to be a member of the Medical Council of India with effect from the date of issue of this notification.

Now, therefore, in pursuance of the provision of Sub-section (1) of Section 3 of the said Act, the Central Government hereby makes the following further amendment in the Notification of the Government of India in the then Ministry of Health number S. O. 138, dated the 9th January, 1960 namely :—

In the said Notification, under the heading, 'Elected under clause (b) of Sub-section (1) of Section 3, for serial number 42 and the entries relating thereto the following entries shall be substituted, namely :—

"42. Prof. (Mrs.) Shameem Jahan Rizvi Aligarh
J. N. Medical College, Muslim
Aligarh (UP) University

[No. V-11013/2/2004-ME (Policy-I)]

P. G. KALADHARAN, Under Secy.

Footnote: The Principal notification was published in the Gazette of India, vide S.O. 138 dated 9-1-1960

पेट्रोलियम और प्राकृतिक गैस मंत्रालय

नई दिल्ली, 7 फरवरी, 2005

का.आ. 477.—केन्द्रीय सरकार को लोकहित में यह आवश्यक प्रतीत होता है कि मध्यप्रदेश राज्य में मांगल्या (इंदौर) संस्थापन से हरियाणा राज्य में पिपाला तथा दिल्ली राष्ट्रीय राजधानी क्षेत्र में बिजवासन

तक पेट्रोलियम उत्पादों के परिवहन के लिए भारत पेट्रोलियम कार्पोरेशन लिमिटेड द्वारा एक विस्तार पाईपलाइन बिछाई जानी चाहिए;

और केन्द्रीय सरकार को ऐसी पाईपलाइन बिछाने के प्रयोजन के लिए यह आवश्यक प्रतीत होता है कि ऐसी भूमि में, जो इससे उपाबद्ध अनुसूची में वर्णित है, जिसमें उक्त पाईपलाइन बिछाए जाने का प्रस्ताव है, उपयोग के अधिकार का अर्जन किया जाए;

अतः अब, केन्द्रीय सरकार, पेट्रोलियम और खनिज पाईपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) की धारा 3 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उस भूमि में उपयोग के अधिकार का अर्जन करने के अपने आराय की घोषणा करती है;

कोई व्यक्ति, जो उक्त अनुसूची में वर्णित भूमि में हितबद्ध है, उस तारीख से जिसको इस अधिसूचना से युक्त भारत के राजपत्र की प्रतियाँ साधारण जनता को उपलब्ध करा दी जाती हैं, इक्कीस दिन के भीतर भूमि के नीचे पाईपलाइन बिछाई जाने के लिए उसमें उपयोग के अधिकार के अर्जन के सम्बन्ध में श्री दीपक नदी, सक्षम प्राधिकारी, मुम्बई—मांगल्या पाईपलाइन विस्तार परियोजना, भारत पेट्रोलियम कार्पोरेशन लिमिटेड, 1-सी, बालनंदिर कालोनी, होटल पिक पैलेस के पास, सवाई माधोपुर-322001 (राजस्थान) को लिखित रूप में आक्षेप भेज सकेगा।

अनुसूची

तहसील : सवाई माधोपुर जिला : सवाई माधोपुर राज्य : राजस्थान

क्र.सं.	ग्राम का नाम	सर्वे संख्या	क्षेत्रफल हेक्टेयर में
1	2	3	4
1.	पौंचौलास	4157	0.0135
		3853	0.0961
		3854	0.0432
		3855	0.0792
		3855/4406	0.0238
		3855/4401	0.0072
		3855/4248	0.0067
		3850	0.3240
		3862	0.0020
		3849	0.1008
		3864	0.1944
		3865	0.0741
		3866	0.0072
		3867	0.3384
		3872	0.2448
		3665	0.3290
		3665/3978	0.1080
		3658	0.0720
		3877	0.0576

1	2	3	4	1	2	3	4
पाँचोलास—जारी		3879	0.0432	पाँचोलास—जारी		3107	0.0792
		3517	0.3240			3110	0.0288
		3880	0.0020			3111	0.0108
		3518	0.0252			3113	0.0612
		3519	0.0370			3116	0.0468
		3520	0.0252			3119	0.0864
		3521	0.0393			3120	0.0020
		3458	0.1440			3121	0.1080
		3459	0.2784			3127	0.0040
		3460	0.1296			3128	0.1080
	3480/4082	0.0060				3129	0.0108
	3480	0.0576				3130	0.0504
	3466	0.1296				3135	0.0630
	3479	0.0381				3131	0.0504
	3478	0.0540				3133	0.0288
	3476	0.0360				3134	0.0144
	3475	0.0648				3136	0.0144
	3474	0.0432				2316	0.0288
	3473	0.0216				2319	0.0648
	3472	0.0216				2322	0.0360
	3471	0.0720				2323	0.0020
	3467	0.0493				2324	0.0432
	3331/4081	0.0504				2326	0.0792
	3332/4080	0.0504				2325	0.0040
	3334	0.0504				2344	0.0648
	3335	0.0288				2345	0.0648
	3254/4075	0.0144				2378	0.2016
	3254	0.0288				2387	0.0576
	3254/4074	0.0040				2391	0.0088
	3336/4073	0.0020				2392	0.0161
	3336/4072	0.0432				2398	0.0072
	3336/4071	0.0720				2397	0.0216
	3253	0.0468				2401	0.0432
	3252	0.0864				2413	0.0360
	3250	0.0040				2415	0.1296
	3251	0.0648				2416	0.1440
	3243/4057	0.0720				2420	0.0144
	3243/4056	0.0540				2423	0.1008
	3242	0.0456				2422	0.1800
	3173	0.1440				2431	0.3240
	3174	0.0216				2228	0.0140
	3097	0.0504				2211	0.0216
	3098	0.0792				2207	0.0108
	3099	0.0936				2209	0.3024
	3168/4055	0.0144				2176	0.0936
	3106	0.1080				2186	0.1986

1	2	3	4	1	2	3	4
	पौबोलास—जारी	2185	0.0072		पौबोलास—जारी	321	0.0432
		2153	0.0576			322	0.0576
		2155	0.1224	2	खांजना बूंगर	84	0.0536
		2158	0.0144			85	0.0720
		2154	0.1008			56	0.0623
		2152	0.0216			54	0.0216
	2121/4282	0.0072				57	0.0216
	2149	0.1080				58	0.1080
	2148	0.1800				59	0.0504
	2147	0.0576				78	0.0720
	2146/3945	0.1224				63/1864	0.0020
	2143/4275	0.0936				63	0.1008
	2144	0.1080				64	0.1620
	2144/4274	0.0216				65	0.0144
	2145	0.0576				62/1997	0.0360
	2127	0.3960		3	जुवाड़	796	0.1280
	118	0.1008				795	0.2454
	119	0.8280				801	0.2631
	120	0.3456				811	0.0962
	138	0.0720				794	0.0144
	139	0.0720				793	0.1965
	182	0.2412				792	0.0175
	184	0.1080				791	0.1443
	185	0.1080				789	0.1333
	464	0.0216				782	0.1434
	462	0.0360				769	0.0351
	186	0.0072				764	0.0591
	186/622	0.0072				765	0.0424
	220	0.0020				766	0.0662
	461	0.1440				767	0.0051
	221	0.0069				768	0.0097
	461/603	0.0864				752	0.0741
	456/619	0.1368				699	0.0605
	236	0.0288				698	0.0420
	237	0.1800				703	0.0278
	237/587	0.0936				704	0.0402
	250	0.0792				705	0.0050
	267	0.0020				706	0.0575
	266	0.0504				714	0.0252
	265	0.0504				715	0.0252
	270	0.1008				742	0.0470
	271	0.0020				744	0.0180
	269	0.0315				743	0.0497
	319	0.0871				745	0.0175
	39	0.1965				747	0.0239
	320	0.0360				495	0.0788
						493	0.0238
						492	0.1703
						491	0.0193

1	2	3	4	1	2	3	4
	जुवाड़—जारी	490	0.2055	5.	बोरीफ—जारी	13	0.0221
		485	0.0116			15	0.2594
		489	0.0518			16	0.1598
		479	0.1122			4	0.1224
		245	0.1252			5	0.0072
		478	0.0406	6.	गम्भीरा	3390	0.0144
		328	0.0227			3391	0.2090
	256/2468	0.0954				3387	0.0872
	256	0.1117				3385	0.0823
	257	0.0847				3383	0.0260
	260	0.0933				2836	0.0406
	327	0.1146				2850	0.0201
	326	0.0020				2851	0.0116
	318	0.0313				2849	0.0288
	320	0.0046				2840	0.0042
	319	0.1224				2841	0.072
	316	0.1768				2848	0.0532
	315	0.0676				2842	0.073
	314	0.0050				2847	0.0544
	298	0.2194				2846	0.0576
	295	0.0180				2845	0.0654
	299	0.1254				2833	0.2034
	293	0.1646				2832	0.0811
	292	0.1709				2651	0.0044
	290	0.2448				2650	0.0031
	360	0.0317				2649	0.0020
	359	0.0360		7.	जीनापुर	212	0.0936
	361	0.0144				172	0.1368
	781	0.0020				164	0.1656
	475	0.0020				162	0.1368
4.	नीमलीकलां	106	0.0244			161	0.1440
		105	0.0613			160	0.0720
		104	0.1822			159	0.0792
		110	0.0316			99	0.2736
		103	0.0048			98	0.1224
		111	0.0950			97	0.3456
		102	0.0020			96	0.1656
		113	0.0889			53	0.2952
		114	0.2022			41	0.4104
		117	0.1957			40	0.0216
		118	0.0197			36	0.0072
		49	0.0396			33	0.3528
		51	0.0900			32	0.0144
		52	0.0288			1	0.2232
		50	0.1296	8.	बम्बोरी	14	0.0288
		37	0.1584			15	0.0432
		38	0.0560				
		14	0.2412				

1	2	3	4	1	2	3	4
8.	बम्बोरी—जारी	17	0.1584	10.	जटवाड़ा खुर्द—जारी	225	0.144
		16	0.1584			226	0.0792
		13	0.0576			233	0.0504
		11	0.0432			234	0.0576
		10	0.2088			235	0.0720
		9	0.1800			241	0.0114
		4	0.0720			242	0.0108
		1	0.0648			254	0.1152
9.	खेरदा	45	0.0720			253	0.1172
		11	0.1800			251	0.1080
		12	0.0020	11.	ढींगला	246	0.0094
		13	0.0864			247	0.0127
		14	0.0648			246	0.0464
		15	0.0576			244	0.3600
		16	0.0020			218	0.0432
		17	0.0144			212	0.2448
		7	0.0144			213	0.0576
		6	0.1800			214	0.0020
		5	0.1080			205	0.0144
		4	0.1944			206	0.0144
10.	जटवाड़ा खुर्द	3	0.1728			198	0.1167
		1	0.0144			200	0.0392
		139	0.0216			142	0.4288
		140	0.1440			130	0.0326
		138	0.1080			128	0.1355
		136	0.0108			100	0.0020
		137	0.0108			105	0.1024
		126	0.0576			102	0.1581
		128	0.0216			98	0.1093
		127	0.2016			155	0.1123
		123	0.0288			158	0.2886
		117	0.1080			157	0.0470
		115	0.1152	12.	करमोदा	1262	0.0360
		92	0.0216			1273	0.0864
		197	0.0072			1272	0.0070
		198	0.0144			1274	0.0144
		199	0.0864			1275	0.0684
		200	0.0864			1276	0.0288
		201	0.0020			1278	0.0108
		202	0.0576			1288	0.0252
		203	0.0360			1289	0.0504
		204	0.1296			1290	0.0504
		221	0.0576			1291	0.1008
		223	0.0576			1296	0.0648
		220	0.0097			1297	0.0216
		224	0.0216			1298	0.0720

1	2	3	4	1	2	3	4
13.	करमोदा—जारी	1424	0.0720	13.	करमोदा—जारी	1792	0.002
		1418	0.0864			1786	0.0100
		1417	0.0020			1787	0.0020
		1419	0.0720			1784	0.0288
		1421	0.0050			1785	0.0216
		1420	0.0900			1833	0.0360
		1410	0.1152			1783	0.1440
		1409	0.0144			1762	0.0432
		1406	0.0864			1748	0.0020
		1407	0.1152			1764	0.0020
		1408	0.0020			1763	0.0288
		1387	0.0432			1775	0.0216
		1388	0.0504			1765	0.0072
		1389	0.0504			1766	0.0216
		1383	0.0360			1776	0.0020
		1382	0.0050			1774	0.0080
		1391	0.0288			1773	0.0360
		1381	0.1008			1772	0.0288
		1377	0.0288			1768	0.0288
		1376	0.0360			1771	0.0100
		1375	0.0792			1769	0.0072
		1365	0.0144			1770	0.0648
		1373	0.0360			1777	0.0270
		1366	0.0216			1091	0.0070
		1367	0.0216			1090	0.0288
		1368	0.0144			1828	0.0020
		1369	0.0288	13.	लोधीपुरा	51	0.0151
		1370	0.0072			48	0.0152
		1371	0.0072			11	0.0153
		1589	0.0450			35	0.1412
		1694	0.0648			34	0.0233
		1690	0.0288			9	0.0500
		1691	0.0030			15	0.0500
		1806	0.0864			17	0.0420
		1807	0.0504			5	0.1022
		1803	0.0720			19	0.0100
		1802	0.0216			20	0.1059
		1823	0.0864			23	0.0360
		1825	0.0504			21	0.1299
		1799	0.0720			1	0.0144
		1798	0.1116			49	0.0100
		1797	0.0144			50	0.0050
		1796	0.0792			33	0.0100
		1829	0.0792			18	0.0020
		1830	0.0020				
		1793	0.1728	14.	सूरवाल	6335	0.2088
						6334	0.0087

1	2	3	4	1	2	3	4
14.	सुरवाल—जारी	6333	0.0210	16.	मजोली—जारी	144	0.0144
		6332	0.0720			158	0.1008
		6331	0.0260			135	0.0576
		6330	0.0396			136	0.0576
		6329	0.0738			137	0.0576
		6328	0.0720			138	0.0576
		5473	0.0227			119	0.1224
		5441	0.0583			114	0.0648
		5443	0.0020			111	0.0792
		5442	0.1273			110	0.1440
		5438	0.0215			103	0.0720
		5436	0.0762			104	0.0180
		5430	0.0428			84	0.2232
		5431/7369	0.0529			71	0.2232
		5431/7360	0.1677			69	0.0020
		5432	0.0198			53	0.0288
		5428	0.0010			55	0.1224
		5427	0.1251			54	0.0864
		5427/7368	0.0745			49	0.0936
		5426	0.0696			43	0.0072
		5422	0.0405			44	0.1656
		5424	0.0448			29	0.2376
		6338	0.0288			28	0.0252
15.	धनौली	2412	0.0178			33	0.0010
		2413	0.0619			180	0.0010
		2418	0.2152			178	0.0010
		2420	0.1763	17.	चकरी	1259	0.1296
		2432	0.0100			1261	0.0072
		2449	0.2011			1262	0.0576
		2447	0.1196			1284	0.0144
		2448	0.1459			1282	0.0864
		2490	0.3176			1283	0.0216
		2488	0.0184			1281	0.0432
		2494	0.0626			1305	0.0288
		2495	0.0197			1306	0.1008
		2501	0.0438			1307	0.0072
		2443	0.0020			1314	0.0720
16.	मजोली	179	0.0144			1315	0.0504
		173	0.0792			1313	0.0072
		172	0.1872			1317	0.0360
		153	0.1224			1327	0.0504
		154	0.0360			1326	0.0216
		155	0.0360			1331	0.0216
		156	0.0648			1324	0.0432
		157	0.0216			1332	0.0072
		145	0.0043			1333	0.0360
						1334	0.0360

1	2	3	4	1	2	3	4
17.	चकेरी—जारी	1352	0.0216	17.	चकेरी—जारी	757	0.1728
		1351	0.0576			755	0.2160
		1348	0.0216			368/2988	0.0072
		1347	0.0288			368	0.0216
		1367	0.0214			217	0.0040
		1358	0.0020			367	0.0288
		1369	0.0072			366	0.0360
		1370	0.0072			365	0.2016
		1373	0.0288			358	0.0432
		1374	0.1080			357	0.2160
		1375	0.0288			265	0.1008
		1376	0.1080			266	0.0216
		1381	0.0360			284	0.0432
		1382	0.0072			283	0.1080
		1392	0.1656			270	0.0720
		1391	0.0072			271	0.1080
		1393	0.1440			276	0.0144
		1397	0.0576			277	0.0072
		1398	0.0720			275	0.0144
		1411	0.1440			278	0.0040
		1410	0.0576			274	0.2160
		1412	0.0144			273/2189	0.1800
		1413	0.0792			273	0.0648
		1423	0.0040			333	0.0072
		1422	0.1008			334	0.2160
		1419	0.1656			335	0.0216
		1420	0.0072			259	0.0648
		1421	0.1944	18.	रथ कलां	197	0.2684
		1432	0.0216			187	0.0108
		895	0.0792			183	0.1116
		1348	0.0072			184	0.0086
		888	0.0072			149	0.2232
		889	0.1656			160	0.0072
		808	0.1080			147	0.0100
		807	0.0288			148	0.0180
		809	0.0216			146	0.0936
		801	0.2304			145	0.0468
		785	0.1224			144	0.0586
		786	0.1008			138	0.0072
		767	0.0288			134	0.2376
		750	0.0432			118	0.2592
		751	0.0504			107	0.0792
		752	0.0040			104	0.0288
		754	0.0288			103	0.0288
		759	0.0216			101	0.0144
		758	0.0936			98	0.0864

1	2	3	4	1	2	3	4
18.	रह्याकलां—जारी	97	0.0144	21.	रवांजना चौड़—जारी	4523	0.0504
		65	0.0216			4521	0.1368
		66/1832	0.0216			4522	0.0216
		66	0.0216			4471	0.0288
		62	0.0216			4469	0.0288
		61	0.0576			4470	0.1296
		44	0.0576			4468	0.0050
		45	0.0144			4467	0.0864
		58	0.0144			4466	0.0020
		57	0.0216			4443	0.0020
		47	0.0288			4447	0.0020
		48	0.0504			4131	0.0086
		49	0.0020			4083/5087	0.0144
		56	0.0072			4074/5309	0.0576
		50	0.0072			4083	0.0020
		51	0.1224			4074	0.0576
		3	0.0432			4132	0.0144
		4	0.0072			4075	0.0288
		2	0.0432			4133	0.0216
		1	0.0360			4147	0.0360
19.	रह्या खुर्द	1637	0.0049			4148	0.0576
		1636	0.0025			4076	0.0288
		1631	0.0957			4077	0.0072
		1630	0.0246			4071	0.0504
		1629	0.0628			4149	0.1440
		1628	0.0124			4164	0.0050
		1626	0.0029			4163	0.1512
20.	नीमोनी	7	0.0275			4166	0.0792
		6/562	0.0983			4167	0.0792
		6	0.0839			4174	0.0020
		1	0.1019			4168	0.0720
		6/503	0.0020			4169	0.0072
		8	0.0020			4173	0.0936
21.	रवांजना चौड़	4603/5364	0.1224			4172	0.0504
		4611	0.1224			4171	0.0432
		4612	0.0720			3477	0.0360
		4613	0.0936			3415	0.0576
		4609	0.0020			3416	0.0288
		4608	0.0020			3414/5093	0.0050
		4614	0.0045			3412	0.0030
		4615	0.0504			3413	0.0936
		4616	0.0432			3411	0.0504
		4625	0.0144			3352	0.0504
		4524	0.1728			3410	0.0792
		4520	0.0864			3409	0.0020
		4527	0.0020			3407	0.0050

1	2	3	4	1	2	3	4
21.	खांजना चौड़—जारी	3355	0.1080	21.	खांजना चौड़—जारी	2456	0.0648
		3356	0.0072			2455	0.0864
		3342	0.0288			2411	0.1296
		3357	0.0072			2412	0.1728
		3358	0.1296			2413	0.1944
		3344	0.0072			2404	0.0864
		3409	0.0072			2405	0.0864
		3369	0.0144	22.	कुस्तला	857	0.3960
		3391	0.0144			859	0.3024
		3390	0.0432			866	0.1655
		3386	0.0720			868	0.2448
		3385	0.0576			907	0.0552
		3382	0.0432			908	0.0295
		3383	0.0050			909	0.0432
		3380	0.0050			912	0.1280
		3381	0.0432			911	0.0126
		3379	0.0072			914	0.1213
		3378	0.0792			915	0.0820
		3377	0.0072			916	0.0216
		3376	0.0432			5167	0.2160
		3375	0.0432			4166	0.0130
		3374	0.0576			5165	0.0288
		3373	0.0216			5165/5334	0.0285
		3482	0.0576			5164	0.1440
		3372	0.0050			5160	0.1140
		3590/4998	0.0504			5159/5333	0.0010
		3591	0.1872			5136	0.1944
		1907	0.0144			5138	0.1506
		1925	0.0216			5139	0.1440
		1926	0.0072			5127	0.0432
		2066	0.0864			5128	0.0144
		2188	0.1080			5129	0.0266
		2187/5121	0.1224			5002	0.1728
		2186	0.1080			4994	0.3638
		2185	0.1152			4997	0.1921
		2191	0.1368			4996/5574	0.1440
		2192	0.2088			4972	0.0190
		2193	0.1440			4960	0.1296
		2194	0.1152			4930	0.0432
		2195	0.1800			4959	0.0144
		2196	0.2233			4932	0.1944
		2201	0.2088			4932/5470	0.0144
		2199	0.2304			4943	0.0576
		2459	0.0144			4944	0.0504
		2458	0.0648			4945	0.0720
		2457	0.0936			4946	0.0255

1	2	3	4	1	2	3	4
22.	कुस्तला—जारी	4947	0.0504	22.	कुस्तला—जारी	3897	0.0985
		4948	0.0145			3900	0.0399
		4910	0.0157			3901	0.0141
		4909	0.0166			3902	0.0487
		4830	0.0360			3903	0.1966
		4858	0.1512			3904	0.0304
		4860	0.0648			3906	0.1072
		4861	0.0648			3855	0.0360
		4862	0.0432			3819	0.0216
		4878	0.1152			3820	0.0160
		4871	0.2077			3848	0.0020
		4873	0.0020			3843	0.0050
		4872	0.0020			3842	0.0072
	4901/5545	0.2088				3838	0.1118
	4902	0.1152				3837	0.0216
	4697	0.0288				3839	0.0864
	4469	0.0861				3841	0.0050
	4467	0.1725				3840	0.0216
	4461	0.2350				3854	0.0144
	4462	0.0072				3834	0.0010
	4460	0.1409				3835/5221	0.0010
	4456	0.0864		23.	पंचीपल्या	508	0.3024
	4459	0.1080				510	0.1440
	4458	0.2016				511	0.0144
	4261	0.0764				519	0.0504
	4262	0.0432				529	0.0504
	4261/5329	0.0144				528	0.0432
	4260	0.0144				520	0.0432
	4260/5328	0.0890				521	0.0216
	4484	0.0065				526	0.0010
	4258	0.0216				527	0.0936
	4238/5615	0.0360				524	0.0144
	4242	0.0681				525	0.0216
	4241	0.0720				396	0.0936
	4243	0.0050				395	0.3096
	4247	0.1235				394	0.0864
	4230	0.0504				385	0.1728
	4249/5386	0.1920				384	0.0072
	4228	0.1063				379	0.1944
	4006	0.0126				346	0.0360
	3887	0.0432				343	0.1440
	4005	0.0186				342	0.1008
	3889	0.1179				809	0.0072
	3890	0.2278				341	0.0072
	3896	0.2789				340	0.0144
	3895	0.0254				812	0.0072

1	2	3	4	1	2	3	4
23.	पंचीपल्या—जारी	813	0.0144	23.	पंचीपल्या—जारी	1183	0.0020
		219	0.0072			1184	0.0720
		215	0.2016			1207	0.0432
		214	0.0864			1211	0.1080
		911	0.0216			1212	0.0576
		213	0.0288			1210	0.0025
		191	0.0288			1209	0.1224
		190	0.0504			1215	0.0072
		183	0.1584			1216	0.0576
		913	0.0288			1217	0.0144
		914	0.0360	24.	दूंदरी	1646	0.1658
		915	0.0360			1623	0.0040
		916	0.0020			1645	0.0364
		993	0.0072			1625	0.0720
		992	0.0504			1643	0.0020
		991	0.0720			1644	0.0570
		987	0.2088			1642	0.0504
		983	0.0720			1665	0.0020
		990	0.0020			1666	0.0144
		1012/2189	0.1224			1667	0.0504
		1012	0.0648			1669	0.0576
		1013	0.0072			1674	0.0360
		1010/2194	0.0020			1677/2471	0.0432
		1011/2193	0.0288			1675	0.0219
		1010	0.1080			1677	0.0050
		1008	0.0020			1568	0.2838
		1009	0.0144			1567	0.0216
		1029	0.1152			1562	0.0792
		1029/2195	0.0288			1563	0.1152
		1028/2196	0.0288			1546	0.0576
		1027	0.0936			1545	0.0047
		1026	0.0432			1113	0.0375
		1121	0.0020			1082	0.0374
		1122	0.0216			1081	0.0215
		1123	0.0360			1080	0.0130
		1124	0.0648			1079	0.0310
		1125	0.0288			1075	0.0263
		1126	0.0058			1076	0.0074
		1165	0.0576			1077	0.0383
		1177	0.1224			1078	0.0020
		1196	0.0028			1070	0.0706
		1178	0.1440			1069	0.0020
		1179	0.0144			1071	0.0360
		1180	0.0576			1062	0.0720
		1181	0.0432			1063	0.0050
		1186	0.0432			1064	0.0346

1	2	3	4	1	2	3	4
24.	दूंदरी—जारी	1058	0.0144	25.	फुसोदा—जारी	176	0.0900
		1059	0.1795			153	0.1656
		1120	0.0214			151	0.0432
		1126	0.0216			149	0.1296
		1127	0.0050			150	0.0072
		1128	0.0864			147	0.0900
		1129	0.0072			146	0.0216
		1132	0.0575			134/1744	0.2448
		1151	0.0771			132	0.0432
		1149	0.1008			130	0.0504
		969	0.0144			221	0.0360
		970	0.1224			222	0.1800
		971/2405	0.0075			225	0.1440
		970/2400	0.0882			224	0.0054
		933/2398	0.0020			228/1750	0.0057
		933/2399	0.0201			226	0.0025
		933	0.0815			228	0.1584
		934	0.0216			397	0.0972
		936	0.0263			394/1814	0.2160
		935	0.0360			394	0.0504
		937	0.0360			394/1815	0.0216
		875	0.1800			405	0.0072
		876	0.0050			407	0.2232
		892	0.0400			408	0.0144
		893	0.0751			439/1700	0.0576
		895	0.0180			409	0.0720
		889	0.0050			435	0.0020
		890	0.0050			436	0.0216
		856	0.0144			411	0.1152
		845	0.0072			434	0.1080
		853	0.1070			418	0.0720
		854	0.0050			419	0.1296
		899	0.0342			802	0.0504
		855	0.0072			801	0.0504
		1	0.0936			800	0.0144
		20	0.0504			808	0.1728
25.	फुसोदा	164	0.1800			809	0.0648
		168	0.0216			810	0.0050
		170	0.0576			812	0.0504
		161	0.0072			813	0.0216
		179	0.0020			1290	0.0020
		171	0.0504			1289	0.1224
		178	0.1008			818	0.1008
		177/1806	0.0072			817	0.0180
		177	0.1476			822	0.0144
		174	0.1728			823	0.0216

1	2	3	4	1	2	3	4
25.	फुसोदा—जारी	836	0.0072	26.	कानसीर—जारी	487	0.0864
		837	0.0756			488	0.1728
		856	0.0108			411	0.1008
		857	0.0648			484	0.0072
		858	0.0288			413	0.0936
		859	0.0612			412	0.0040
		852	0.0072			415	0.1728
		860	0.0432			416	0.0072
		861	0.0020			429	0.2016
		878	0.0020			431	0.0144
		880	0.0576			433/1513	0.0792
		879	0.1512			433	0.0792
		882	0.0252			434	0.0040
		920	0.0180			299	0.1008
		922/1779	0.0180			301	0.0072
		922	0.0216			298	0.1944
		921	0.0432			279	0.0144
		1002	0.0432			104/1374	0.1080
		1001	0.0144			104	0.0144
		1020/1776	0.0216			107	0.1296
		1020	0.1584			106	0.0360
		1016	0.0216			109	0.1368
		1017	0.0504			135	0.0144
		1028	0.0020			108	0.0040
		1029	0.0576			136	0.0360
		1030	0.0864			168	0.1008
		1037	0.0288			167	0.0792
		1031	0.0040			172	0.0504
		1034	0.1224			172/1371	0.0432
		1033	0.0050			166	0.0144
		1036	0.0020			213	0.0720
		1035	0.0288			214/1324	0.0144
		1056	0.2232			214	0.0360
		1055	0.0216			214/1323	0.0144
		1054	0.1800			212/1322	0.0072
		1052	0.0576			212	0.0432
		922/1708	0.0020			212/1327	0.0288
		1002/1825	0.0020			211	0.0040
26.	कानसीर	511	0.1296			211/1328	0.0576
		515	0.1080			208/1329	0.0040
		514	0.1152			216	0.0864
		520	0.1080			Nala	0.0576
		520/1521	0.0504			217	0.0040
		525/1459	0.1728			218/1430	0.0144
		490	0.1584			243	0.0072
		489	0.0504			239	0.1080

1	2	3	4	1	2	3	4
26.	कानसीर—जारी	238	0.0072	27.	बाडोलास—जारी	1714	0.1378
		240	0.0648			1715	0.0284
		237	0.0576			1723	0.1296
		236	0.1224			1723/2306	0.0020
		235	0.0040			1724	0.0020
		559	0.0576			1730	0.0770
		560	0.1080			1731	0.0072
		575/1471	0.0432			1738	0.0864
		575	0.0720			1737	0.0540
		575/1510	0.0216			1741	0.0540
		582	0.0864			1742	0.0982
		583	0.0216			1743	0.0789
		583/1464	0.0432			1744	0.0888
		584	0.0216			1756	0.0719
		585	0.0144			1773	0.0920
		599	0.1440			1757	0.0936
		571	0.0040			1772	0.0216
		598/1508	0.0020			1770	0.0216
		600	0.1224			1771	0.1065
		601	0.1008			1833	0.0726
		603	0.0648			1852	0.1389
		602	0.0576			1853	0.0100
		602/399	0.0010			1854	0.1236
27.	बाडोलास	1636	0.0863			1855	0.0888
		1645	0.1460			1846	0.0020
		1649	0.0520			1845	0.0538
		1643	0.0576			1859	0.0159
		1651	0.0894			1872	0.0491
		1656	0.0983			1871	0.0504
		1610	0.1424			1873	0.0324
		1609	0.0228			1870	0.0216
		1659	0.0165			1874	0.1067
		1667	0.0732			1946	0.0343
		1668	0.0929			1945	0.0216
		1672	0.0020			1944	0.0464
		1674	0.0736			1941	0.1584
		1673	0.0507			1952	0.1506
		1676	0.0134			1953	0.0020
		1677	0.0568			1955	0.1368
		1678	0.0325			1960	0.0774
		1687	0.0504			1961	0.0256
		1686	0.0462			1967	0.0774
		1698	0.0134			1966	0.0417
		1696	0.0580			1965	0.0216
		1697	0.0786			1964	0.0144
		1705	0.1422			1973/2124	0.0054

1	2	3	4	1	2	3	4
27.	बाडोलास—जारी	1973/2123	0.0130	28.	कीरपुरा—जारी	498	0.0432
		1977	0.2284			370	0.7056
		1978	0.0020			368	0.0543
		1982	0.0936			362	0.4032
		1981	0.0610			234	0.0432
		1980	0.0796			354/1006	0.0254
		665	0.0918			353	0.1512
		665/2192	0.0216			352	0.0208
		664	0.1107			333	0.0076
		663	0.1008			348	0.2160
		662	0.1512			347	0.0216
		674	0.0216			346	0.1224
		675	0.0805			326	0.0067
		660	0.0504			327	0.0576
		659/2228	0.2016			340	0.0432
		659	0.1368			341	0.0557
		658	0.0020			337	0.0360
		658/2292	0.0062			342	0.0573
		680	0.2124			336	0.0360
		656	0.1800			343	0.0864
		656/2238	0.0250			306	0.0020
		655	0.0504			335	0.0050
		652	0.1800				
		653/2145	0.0326				
28.	कीरपुरा	561	0.1584				
		560	0.0050				
		562	0.0050				
		559	0.2334				
		555	0.0576				
		554	0.1584				
		529	0.0360				
		531/985	0.1617				
		531/984	0.0360				
		531/957	0.0072				
		531/955	0.0216				
		532	0.0432				
		532/939	0.0257				
		532/977	0.0050				
		534/1005	0.1728				
		499/952	0.1440				
		536	0.1080				
		488	0.0413				
		495	0.0072				
		494	0.0144				
		493	0.0565				
		492	0.0223				

[एफ०सं०आर०-31015/78/2004-ओआर-II]

हरीश कुमार, अवर सचिव

MINISTRY OF PETROLEUM AND NATURAL GAS

New Delhi, the 7th February, 2005

S. O. 477.—Whereas it appears to the Central Government that it is necessary in the public interest that for the transportation of Petroleum products from Manglya (Indore) Terminal in the State of Madhya Pradesh, an extension pipeline to Piyala in the State of Haryana and Bijwasan in the NCT of Delhi should be laid by Bharat Petroleum Corporation Limited;

And whereas it appears to the Central Government that for the purpose of laying such pipeline it is necessary to acquire the right of user in land under which the said pipeline is proposed to be laid and which is described in the Schedule annexed hereto;

Now, therefore, in exercise of the powers conferred by Sub-section (1) of Section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962), the Central Government hereby declares its intention to acquire the right of user therein;

Any person, interested in the land described in the said Schedule may within twenty one days from the date on which copies of the Gazette of India containing this notification are made available to the public, object in writing to the acquisition of the right of user therein for

laying of the pipeline under the land to Shri Deepak Nandi, Competent Authority, Mumbai-Manglay Pipeline Extension Project, Bharat Petroleum Corporation Limited, 1-C, Balmandir Colony, Near Hotel Pink Place, Sawai Madhopur-322001 (Rajasthan).

SCHEDULE

Tehsil : Sawai District : Sawai State : Rajasthan
Madhopur Madhopur

Sl.	Name of Village	Survey No.	Area in Hect.
1	2	3	4
1.	Pancholas	4157	0.0135
		3853	0.0961
		3854	0.0432
		3855	0. 792
		3855/4406	0.0238
		3855/4401	0.0072
		3855/4248	0.0067
		3850	0.3240
		3862	0.0020
		3849	0.1008
		3864	0.1944
		3865	0.0741
		3866	0.0072
		3867	0.3384
		3872	0.2448
		3665	0.3290
		3665/3978	0.1080
		3658	0.0720
		3877	0.0576
		3879	0.0432
		3517	0.3240
		3880	0.0020
		3518	0.0252
		3519	0.0370
		3520	0.0252
		3521	0.0393
		3458	0.1440
		3459	0.2784
		3460	0.1296
		3480/4082	0.0060
		3480	0.0576
		3466	0.1296
		3479	0.0381
		3478	0.0540
		3476	0.0360
		3475	0.0648
		3474	0.0432

1	2	3	4
1.	Pancholas—(Contd.)	3473	0.0216
		3472	0.0216
		3471	0.0720
		3467	0.0493
		3331/4081	0.0504
		3332/4080	0.0504
		3334	0.0504
		3335	0.0288
		3254/4075	0.0144
		3254	0.0288
		3254/4074	0.0040
		3336/4073	0.0020
		3336/4072	0.0432
		3336/4071	0.0720
		3253	0.0468
		3252	0.0864
		3250	0.0040
		3251	0.0648
		3243/4057	0.0720
		3243/4056	0.0540
		3242	0.0456
		3173	0.1440
		3174	0.0216
		3097	0.0504
		3098	0.0792
		3099	0.0936
		3168/4055	0.0144
		3106	0.1080
		3107	0.0792
		3110	0.0288
		3111	0.0108
		3113	0.0612
		3116	0.0468
		3119	0.0864
		3120	0.0020
		3121	0.1080
		3127	0.0040
		3128	0.1080
		3129	0.0108
		3130	0.0504
		3135	0.0630
		3131	0.0504
		3133	0.0288
		3134	0.0144
		3136	0.0144
		2316	0.0288

1	2	3	4	1	2	3	4
1. Pancholas—(Contd.)		2319	0.0648	1. Pancholas—(Contd.)		138	0.0720
		2322	0.0360			139	0.0720
		2323	0.0020			182	0.2412
		2324	0.0432			184	0.1080
		2326	0.0792			185	0.1080
		2325	0.0040			464	0.0216
		2344	0.0648			462	0.0360
		2345	0.0648			186	0.0072
		2378	0.2016			186,622	0.0072
		2387	0.0576			220	0.0020
		2391	0.0088			461	0.1440
		2392	0.0161			221	0.0069
		2398	0.0072			461/603	0.0864
		2397	0.0216			456/619	0.1368
		2401	0.0432			236	0.0288
		2413	0.0360			237	0.1800
		2415	0.1296			237/587	0.0936
		2416	0.1440			250	0.0792
		2420	0.0144			267	0.0020
		2423	0.1008			266	0.0504
		2422	0.1800			265	0.0504
		2431	0.3240			270	0.1008
		2228	0.0140			271	0.0020
		2211	0.0216			269	0.0315
		2207	0.0108			319	0.0871
		2209	0.3024			39	0.1965
		2176	0.0936			320	0.0360
		2186	0.1986			321	0.0432
		2185	0.0072			322	0.0576
		2153	0.0576	2. Rawanjana Dungar		84	0.0556
		2155	0.1224			85	0.0720
		2158	0.0144			56	0.0623
		2154	0.1008			54	0.0216
		2152	0.0216			57	0.0216
		2121/4282	0.0072			58	0.1080
		2149	0.1080			59	0.0504
		2148	0.1800			78	0.0720
		2147	0.0576			63/1864	0.0020
		2146/3945	0.1224			63	0.1008
		2143/4275	0.936			64	0.1620
		2144	0.1080			65	0.0144
		2144/4274	0.0216			62/1997	0.0360
		2145	0.0576	3. Juwad		796	0.1280
		2127	0.03960			795	0.2454
		118	0.1008			801	0.2631
		119	0.8280			811	0.0962
		120	0.3456			794	0.0144
						793	0.1965

1	2	3	4	1	2	3	4
3.	Juwad—(Contd.)	792	0.0175	3.	Juwad—(Contd.)	293	0.1646
		791	0.1443			292	0.1709
		789	0.1333			290	0.2448
		782	0.1434			360	0.0317
		769	0.0351			359	0.0360
		764	0.0591			361	0.0144
		765	0.0424			781	0.0020
		766	0.0662			475	0.0020
		767	0.0051				
		768	0.0097	4.	Nimli Kalan	106	0.0244
		752	0.0741			105	0.0613
		699	0.0605			104	0.1822
		698	0.0420			110	0.0316
		703	0.0278			103	0.0048
		704	0.0402			111	0.0950
		705	0.0050			102	0.0020
		706	0.0575			113	0.0889
		714	0.0252			114	0.2022
		715	0.0252			117	0.1957
		742	0.0470			118	0.0197
		744	0.0180	5.	Borif	49	0.0396
		743	0.0497			51	0.0900
		745	0.0175			52	0.0288
		747	0.0239			50	0.1296
		495	0.0788			37	0.1584
		493	0.0238			38	0.0560
		492	0.1703			14	0.2412
		491	0.0193			13	0.0221
		490	0.2055			15	0.2594
		485	0.0116			16	0.1598
		489	0.0518			4	0.1224
		479	0.1122			5	0.0072
		245	0.1252	6.	Gambhira	3390	0.0144
		478	0.0406			3391	0.2090
		328	0.0227			3387	0.0872
	256/2468	0.0954				3385	0.0823
	256	0.1117				3383	0.0260
	257	0.0847				2836	0.0406
	260	0.0933				2850	0.0201
	327	0.1146				2851	0.0116
	326	0.0020				2849	0.0288
	318	0.0313				2840	0.0042
	320	0.0046				2841	0.0072
	319	0.1224				2848	0.0532
	316	0.1768				2842	0.0073
	315	0.0676				2847	0.0544
	314	0.0050				2846	0.0576
	298	0.2194					
	295	0.0180					
	299	0.1254					

1	2	3	4	1	2	3	4
6.	Gambhira—(Contd.)	2845	0.0654	10.	Jatwada Khurd	3	0.1728
		2833	0.2034			1	0.0144
		2832	0.0811			139	0.0216
		2651	0.0044			140	0.1440
		2650	0.0031			138	0.1080
		2649	0.0020			136	0.0108
7.	Jinapur	212	0.0936			137	0.0108
		172	0.1368			126	0.0576
		164	0.1656			128	0.0216
		162	0.1368			127	0.0216
		161	0.1440			123	0.0288
		160	0.0720			117	0.1080
		159	0.0792			115	0.1152
		99	0.2736			92	0.0216
		98	0.1224			197	0.0072
		97	0.3456			198	0.0144
		96	0.1656			199	0.0864
		53	0.2952			200	0.0864
		41	0.4104			201	0.0020
		40	0.0216			202	0.0576
		36	0.0072			203	0.0360
		33	0.3528			204	0.1296
		32	0.0144			221	0.0576
		1	0.2232			223	0.0576
8.	Bambori	14	0.0288			220	0.0097
		15	0.0432			224	0.0216
		17	0.1584			225	0.1440
		16	0.1584			226	0.0792
		13	0.0576			233	0.0504
		11	0.0432			234	0.0576
		10	0.2088			235	0.0720
		9	0.1800			241	0.0114
		4	0.0720			242	0.0108
		1	0.0648			254	0.1152
9.	Kherda	45	0.0720			253	0.1172
		11	0.1800			251	0.1080
		12	0.0020			246	0.0094
		13	0.0864			247	0.0127
		14	0.0648	11.	Thingla	246	0.0464
		15	0.0576			244	0.3600
		16	0.0020			218	0.0432
		17	0.0144			212	0.2448
		7	0.0144			213	0.0576
		6	0.1800			214	0.0020
		5	0.1080			205	0.0144
		4	0.1944			206	0.0144

1	2	3	4	1	2	3	4
11. Thingla—(Contd.)		198	0.1167	12. Karmoda—(Contd.)		1375	0.0792
		200	0.0392			1365	0.0144
		142	0.4288			1373	0.0360
		130	0.0326			1366	0.0216
		128	0.1355			1367	0.0216
		100	0.0020			1368	0.0144
		105	0.1024			1369	0.0288
		102	0.1581			1370	0.0072
		98	0.1093			1371	0.0072
		155	0.1123			1589	0.0450
		158	0.2886			1694	0.0648
		157	0.0470			1690	0.0288
12. Karmoda		1262	0.0360			1691	0.0030
		1273	0.0864			1806	0.0864
		1272	0.0070			1807	0.0504
		1274	0.0144			1803	0.0720
		1275	0.0684			1802	0.0216
		1276	0.0288			1823	0.0864
		1278	0.0108			1825	0.0504
		1288	0.0252			1799	0.0720
		1289	0.0504			1798	0.1116
		1290	0.0504			1797	0.0144
		1291	0.1008			1796	0.0792
		1296	0.0648			1829	0.0792
		1297	0.0216			1830	0.0020
		1298	0.0720			1793	0.1728
		1424	0.0720			1792	0.0020
		1418	0.0864			1786	0.0100
		1417	0.0020			1787	0.0020
		1419	0.0720			1784	0.0288
		1421	0.0050			1785	0.0216
		1420	0.0900			1833	0.0360
		1410	0.1152			1783	0.1440
		1409	0.0144			1762	0.0432
		1406	0.0864			1748	0.0020
		1407	0.1152			1764	0.0020
		1408	0.0020			1763	0.0288
		1387	0.0432			1775	0.0216
		1388	0.0504			1765	0.0072
		1389	0.0504			1766	0.0216
		1383	0.0360			1776	0.0020
		1382	0.0050			1774	0.0080
		1391	0.0288			1773	0.0360
		1381	0.1008			1772	0.0288
		1377	0.0288			1768	0.0288
		1376	0.0360			1771	0.0100

1	2	3	4	1	2	3	4
12.	Karmoda—(Contd.)	1769	0.0072	14.	Soorwal—(Contd.)	5422	0.0405
		1770	0.0648			5424	0.0448
		1777	0.0270			6338	0.0288
		1091	0.0070	15.	Dhanoli	2412	0.0178
		1090	0.0288			2413	0.0619
		1828	0.0020			2418	0.2152
13.	Lodhipura	51	0.0151			2420	0.1763
		48	0.0152			2432	0.0100
		11	0.0153			2449	0.2011
		35	0.1412			2447	0.1196
		34	0.0233			2448	0.1459
		9	0.0500			2490	0.3176
		15	0.0500			2488	0.0184
		17	0.0420			2494	0.0626
		5	0.1022			2495	0.0197
		19	0.0100			2501	0.0438
		20	0.1059			2443	0.0020
		23	0.0360	16.	Makholi	179	0.0144
		21	0.1299			173	0.0792
		1	0.0144			172	0.1872
		49	0.0100			153	0.1224
		50	0.0050			154	0.0360
		33	0.0100			155	0.0360
		18	0.0020			156	0.0648
14.	Soorwal	6335	0.2088			157	0.0216
		6334	0.0087			145	0.0043
		6333	0.0210			144	0.0144
		6332	0.0720			158	0.1008
		6331	0.0260			135	0.0576
		6330	0.0396			136	0.0576
		6329	0.0738			137	0.0576
		6328	0.0720			138	0.0576
		5473	0.0227			119	0.1224
		5441	0.0583			114	0.0648
		5443	0.0020			111	0.0792
		5442	0.1273			110	0.1440
		5438	0.0215			103	0.0720
		5436	0.0762			104	0.0180
		5430	0.0428			84	0.2232
		5431/7369	0.0529			71	0.2232
		5431/7370	0.1677			69	0.0020
		5432	0.0198			53	0.0288
		5428	0.0010			55	0.1224
		5427	0.1251			54	0.0864
		5427/7368	0.0745			49	0.0936
		5426	0.0696			43	0.0072
						44	0.1656
						29	0.2376

1	2	3	4	1	2	3	4
16.	Makholi—(Contd.)	28	0.0252	17.	Chakeri—(Contd.)	1412	0.0144
		33	0.0010			1413	0.0792
		180	0.0010			1423	0.0040
		178	0.0010			1422	0.1008
17.	Chakeri	1259	0.1296			1419	0.1656
		1261	0.0072			1420	0.0072
		1262	0.0576			1421	0.1944
		1284	0.0144			1432	0.0216
		1282	0.0864			895	0.0792
		1283	0.0216			1348	0.0072
		1281	0.0432			888	0.0072
		1305	0.0288			889	0.1656
		1306	0.1008			808	0.1080
		1307	0.0072			807	0.0288
		1314	0.0720			809	0.0216
		1315	0.0504			801	0.2304
		1313	0.0072			785	0.1224
		1317	0.0360			786	0.1008
		1327	0.0504			767	0.0288
		1326	0.0216			750	0.0432
		1331	0.0216			751	0.0504
		1324	0.0432			752	0.040
		1332	0.0072			754	0.0288
		1333	0.0360			759	0.0216
		1334	0.0360			758	0.0936
		1352	0.0216			757	0.1728
		1351	0.0576			755	0.2160
		1348	0.0216			368/2988	0.0072
		1347	0.0288			368	0.0216
		1367	0.0214			217	0.0040
		1358	0.0020			367	0.0288
		1369	0.0072			366	0.0360
		1370	0.0072			365	0.2016
		1373	0.0288			358	0.0432
		1374	0.1080			357	0.2160
		1375	0.0288			265	0.1008
		1376	0.1080			266	0.0216
		1381	0.0360			284	0.0432
		1382	0.0072			283	0.1080
		1392	0.1656			270	0.0720
		1391	0.0072			271	0.1080
		1393	0.1440			276	0.0144
		1397	0.0576			277	0.0072
		1398	0.0720			275	0.0144
		1411	0.1440			278	0.0040
		1410	0.0576			274	0.2160

1	2	3	4	1	2	3	4
17.	Chakeri—(Contd.)	273/2189	0.1800	19.	Reitha Khurd	1636	0.0025
		273	0.0648			1631	0.0957
		333	0.0072			1630	0.0246
		334	0.2160			1929	0.0628
		335	0.0216			1628	0.0124
		259	0.0648			1626	0.0029
18.	Reitha Kalan	197	0.2684	20.	Ninoni	7	0.0275
		187	0.0108			6/562	0.0983
		183	0.1116			6	0.0839
		184	0.0086			1	0.1019
		149	0.2232			6/503	0.0020
		160	0.0072			8	0.0020
		147	0.0100	21.	Rawanjana Chod	4603/5464	0.1224
		148	0.0180			4611	0.1224
		146	0.0936			4612	0.0720
		145	0.0468			4613	0.0936
		144	0.0586			4609	0.0020
		138	0.0072			4608	0.0020
		134	0.2376			4614	0.0045
		118	0.2592			4615	0.0504
		107	0.0792			4616	0.0432
		104	0.0288			4625	0.0144
		103	0.0288			4524	0.1728
		101	0.0144			4520	0.0864
		98	0.0864			4527	0.0020
		97	0.0144			4523	0.0504
		65	0.0216			4521	0.1368
		66/1832	0.0216			4522	0.0216
		66	0.0216			4471	0.0288
		62	0.0216			4469	0.0288
		61	0.0576			4470	0.1296
		44	0.0576			4468	0.0050
		45	0.0144			4467	0.0864
		58	0.0144			4466	0.0020
		57	0.0216			4443	0.0020
		47	0.0288			4447	0.0020
		48	0.0504			4131	0.0086
		49	0.0020			4083/5087	0.0144
		56	0.0072			4074/5309	0.0576
		50	0.0072			4083	0.0020
		51	0.1224			4074	0.0576
		3	0.0432			4132	0.0144
		4	0.0072			4075	0.0288
		2	0.0432			4133	0.0216
		1	0.0360			4147	0.0360
19.	Reitha Khurd	1637	0.0049			4148	0.0576

1	2	3	4	1	2	3	4
21.	Rawanjana Chod—(Contd.)	4076	0.0288	21.	Rawanjana Chod	3374	0.0576
		4077	0.0072			3373	0.0216
		4071	0.0504			3482	0.0576
		4149	0.1440			3372	0.0050
		4164	0.0050			3590/4998	0.0504
		4163	0.1512			3591	0.1872
		4166	0.0792			1907	0.0144
		4167	0.0792			1925	0.0216
		4174	0.0020			1926	0.0072
		4168	0.0720			2066	0.0864
		4169	0.0072			2188	0.1080
		4473	0.0936			2187/5121	0.1224
		4172	0.0504			2186	0.1080
		4171	0.0432			2185	0.1152
		3417	0.0360			2191	0.1368
		3415	0.0576			2192	0.2088
		3416	0.0288			2193	0.1440
		3414/5093	0.0050			2194	0.1152
		3412	0.0030			2195	0.1800
		3413	0.0936			2196	0.2032
		3411	0.0504			2201	0.2088
		3352	0.0504			2199	0.2304
		3410	0.0792			2459	0.0144
		3409	0.0020			2458	0.0648
		3407	0.0050			2457	0.0936
		3355	0.1080			2456	0.0648
		3356	0.0072			2455	0.0864
		3342	0.0288			2411	0.1296
		3357	0.0072			2412	0.1728
		3358	0.1296			2413	0.1944
		3344	0.0072			2404	0.0864
		3409	0.0072			2405	0.0864
		3369	0.0144	22.	Kushtala	857	0.3960
		3391	0.0144			859	0.3024
		3390	0.0432			866	0.1655
		3386	0.0720			868	0.2448
		3385	0.0576			907	0.0552
		3382	0.0432			908	0.0295
		3383	0.0050			909	0.0432
		3380	0.0050			912	0.1280
		3381	0.0432			911	0.0126
		3379	0.0072			914	0.1213
		3378	0.0792			915	0.0820
		3377	0.0072			916	0.0216
		3376	0.0432			5167	0.2160
		3375	0.0432			5166	0.0130

1	2	3	4	1	2	3	4
22.	Kushtala—(Contd.)	5165	0.0288	22.	Kushtala—(Contd.)	4456	0.0864
		5165/5334	0.0285			4459	0.1080
		5164	0.1440			4458	0.2016
		5160	0.1140			4261	0.0764
		5159/5333	0.0010			4262	0.0432
		5136	0.1944			4261/5329	0.0144
		5138	0.1506			4260	0.0144
		5139	0.1440			4260/5328	0.0890
		5127	0.0432			4484	0.0065
		5128	0.0144			4258	0.0216
		5129	0.0266			4238/5615	0.0360
		5002	0.1728			4242	0.0681
		4994	0.3638			4241	0.0720
		4997	0.1921			4243	0.0050
		4996/5574	0.1440			4247	0.1235
		4972	0.0190			4230	0.0504
		4960	0.1296			4249/5386	0.1920
		4930	0.0432			4228	0.1063
		4959	0.0144			4006	0.0126
		4932	0.1944			3887	0.0432
		4932/5470	0.0144			4005	0.0186
		4943	0.0576			3889	0.1179
		4944	0.0504			3890	0.2278
		4945	0.0720			3896	0.2789
		4946	0.0255			3895	0.0254
		4947	0.0504			3897	0.0985
		4948	0.0145			3900	0.0399
		4910	0.0157			3901	0.0141
		4909	0.0166			3902	0.0487
		4830	0.0360			3903	0.1966
		4858	0.1512			3904	0.0304
		4860	0.0648			3906	0.1072
		4861	0.0648			3855	0.0360
		4862	0.0432			3819	0.0216
		4878	0.1152			3820	0.0160
		4871	0.2077			3848	0.0020
		4873	0.0020			3843	0.0050
		4872	0.0020			3842	0.0072
		4901/5545	0.2088			3838	0.1118
		4902	0.1152			3837	0.0216
		4697	0.0288			3839	0.0864
		4469	0.0861			3841	0.0050
		4467	0.1725			3840	0.0216
		4461	0.2350			3854	0.0144
		4462	0.0072			3834	0.0010
		4460	0.1409			3835/5221	0.0010

1	2	3	4	1	2	3	4
23.	Panchipalya	508	0.3024	23.	Panchipalya—(Contd.)	1013	0.00072
		510	0.1440			1010/2194	0.00020
		511	0.0144			1011/2193	0.00288
		519	0.0504			1010	0.1080
		529	0.0504			1008	0.0020
		528	0.0432			1009	0.0144
		520	0.0432			1029	0.1152
		521	0.0216			1029/2195	0.0288
		526	0.0010			1028/2196	0.0288
		527	0.0936			1027	0.0936
		524	0.0144			1026	0.0432
		525	0.0216			1121	0.0020
		396	0.0936			1122	0.0216
		395	0.3096			1123	0.0360
		394	0.0864			1124	0.0648
		385	0.1728			1125	0.0288
		384	0.0072			1126	0.0058
		379	0.1944			1165	0.0576
		346	0.0360			1177	0.1224
		343	0.1440			1196	0.0028
		342	0.1008			1178	0.1440
		809	0.0072			1179	0.0144
		341	0.0072			1180	0.0576
		340	0.0144			1181	0.0432
		812	0.0072			1186	0.0432
		813	0.0144			1183	0.0020
		219	0.0072			1184	0.0720
		215	0.2016			1207	0.0432
		214	0.0864			1211	0.1080
		911	0.0216			1212	0.0576
		213	0.0288			1210	0.0025
		191	0.0288			1209	0.1224
		190	0.0504			1215	0.0072
		183	0.1584			1216	0.0576
		913	0.0288			1217	0.0144
		914	0.0360	24.	Dundari	1646	0.1658
		915	0.0360			1623	0.0040
		916	0.0020			1645	0.0364
		993	0.0072			1625	0.0720
		992	0.0504			1643	0.0020
		991	0.0720			1644	0.0570
		987	0.2088			1642	0.0504
		983	0.0720			1665	0.0020
		990	0.0020			1666	0.0144
		1012/2189	0.001224			1667	0.0504
		1012	0.00648			1669	0.0576

1	2	3	4	1	2	3	4
24.	Dundari—(Contd.)	1674	0.0360	24.	Dundari—(Contd.)	875	0.1800
		1677/2471	0.0432			876	0.0050
		1675	0.0219			892	0.0400
		1677	0.0050			893	0.0751
		1568	0.2838			895	0.0180
		1567	0.0216			889	0.0050
		1562	0.0792			890	0.0050
		1563	0.1152			856	0.0144
		1546	0.0576			845	0.0072
		1545	0.0047			853	0.1070
		1113	0.0375			854	0.0050
		1082	0.0374			899	0.0342
		1081	0.0215			855	0.0072
		1080	0.0130			1	0.0936
		1079	0.0310			20	0.0504
		1075	0.0263	25.	Fusoda	164	0.1800
		1076	0.0074			168	0.0216
		1077	0.0383			170	0.0576
		1078	0.0020			161	0.0072
		1070	0.0706			179	0.0020
		1069	0.0020			171	0.0504
		1071	0.0360			178	0.1008
		1062	0.0720			177/1806	0.0072
		1063	0.0050			177	0.1476
		1064	0.0346			174	0.1728
		1058	0.0144			176	0.0900
		1059	0.1795			153	0.1656
		1120	0.0214			151	0.0432
		1126	0.0216			149	0.1296
		1127	0.0050			150	0.0072
		1128	0.0864			147	0.0900
		1129	0.0072			146	0.0216
		1132	0.0575			134/1744	0.2448
		1151	0.0771			132	0.0432
		1149	0.1008			130	0.0504
		969	0.0144			221	0.0360
		970	0.1224			222	0.1800
		971/2405	0.0075			225	0.1440
		970/2400	0.0882			224	0.0054
		933/2398	0.0020			228/1750	0.0057
		933/2399	0.0201			226	0.0025
		933	0.0815			228	0.1584
		934	0.0216			397	0.0972
		936	0.0263			394/1814	0.2160
		935	0.0360			394	0.0504
		937	0.0360			394/1815	0.0216

1	2	3	4	1	2	3	4
25. Fusoda—(Contd.)		405	0.0072	25. Fusoda—(Contd.)		1016	0.0216
		407	0.2232			1017	0.0504
		408	0.0144			1028	0.0020
		439/1700	0.0576			1029	0.0576
		409	0.0720			1030	0.0864
		435	0.0020			1037	0.0288
		436	0.0216			1031	0.0040
		411	0.1152			1034	0.1224
		434	0.1080			1033	0.0050
		418	0.0720			1036	0.0020
		419	0.1296			1035	0.0288
		802	0.0504			1056	0.2232
		801	0.0504			1055	0.0216
		800	0.0144			1054	0.1800
		808	0.1728			1052	0.0576
		809	0.0648			922/1708	0.0020
		810	0.0050			1002/1825	0.0020
		812	0.0504	26. Kansir		511	0.1296
		813	0.0216			515	0.1080
		1290	0.0020			514	0.1152
		1289	0.1224			520	0.1080
		818	0.1008			520/1521	0.0504
		817	0.0180			525/1459	0.1728
		822	0.0144			490	0.1584
		823	0.0216			489	0.0504
		836	0.0072			487	0.0864
		837	0.0756			488	0.1728
		856	0.0108			411	0.1008
		857	0.0648			484	0.0072
		858	0.0288			413	0.0936
		859	0.0612			412	0.0040
		852	0.0072			415	0.1728
		860	0.0432			416	0.0072
		861	0.0020			429	0.2016
		878	0.0020			431	0.0144
		880	0.0576			433/1513	0.0792
		879	0.1512			433	0.0792
		882	0.0252			434	0.0040
		920	0.0180			299	0.1008
		922/1779	0.0180			301	0.0072
		922	0.2016			298	0.1944
		921	0.0432			279	0.0144
		1002	0.0432			104/1374	0.1080
		1001	0.0144			104	0.0144
		1020/1776	0.0216			107	0.1296
		1020	0.1584			106	0.0360

1	2	3	4	1	2	3	4
26.	Kansir—(Contd.)	109	0.1368	27.	Badolas	1636	0.0863
		135	0.0144			1645	0.1460
		108	0.0040			1649	0.0520
		136	0.0360			1643	0.0576
		168	0.1008			1651	0.0894
		167	0.0792			1656	0.0983
		172	0.0504			1610	0.1424
		172/1371	0.0432			1609	0.0228
		166	0.0144			1659	0.0165
		213	0.0720			1667	0.0732
		214/1324	0.0144			1668	0.0929
		214	0.0360			1672	0.0020
		214/1323	0.0144			1674	0.0736
		212/1322	0.0072			1673	0.0507
		212	0.0432			1676	0.0134
		212/1327	0.0288			1677	0.0568
		211	0.0040			1678	0.0325
		211/1328	0.0576			1687	0.0504
		208/1329	0.0040			1686	0.0462
		216	0.0864			1698	0.0134
		Nala	0.0576			1696	0.0580
		217	0.0040			1697	0.0786
		218/1430	0.0144			1705	0.1422
		243	0.0072			1714	0.1378
		239	0.1080			1715	0.0284
		238	0.0072			1723	0.1296
		240	0.0648			1723/2306	0.0020
		237	0.0576			1724	0.0020
		236	0.1224			1730	0.0770
		235	0.0040			1731	0.0072
		559	0.0576			1738	0.0864
		560	0.1080			1737	0.0540
		575/1471	0.0432			1741	0.0540
		575	0.0720			1742	0.0982
		575/1510	0.0216			1743	0.0789
		582	0.0864			1744	0.0888
		583	0.0216			1756	0.0719
		583/1464	0.0432			1773	0.0920
		584	0.0216			1757	0.0936
		585	0.0144			1772	0.0216
		599	0.1440			1770	0.0216
		571	0.0040			1771	0.1065
		598/1508	0.0020			1833	0.0726
		600	0.1224			1852	0.1389
		601	0.1008			1853	0.0100
		603	0.0648			1854	0.1236
		602	0.0576				
		602/399	0.0010				

1	2	3	4	1	2	3	4
27.	Badolas—(contd.)	1855	0.0888	28.	Kirpura	561	0.1584
		1846	0.0020			560	0.0050
		1845	0.0538			562	0.0050
		1859	0.0159			559	0.2334
		1872	0.0491			555	0.0576
		1871	0.0504			554	0.1584
		1873	0.0324			529	0.0360
		1870	0.0216			531/985	0.1617
		1874	0.1067			531/984	0.0360
		1946	0.0343			531/957	0.0072
		1945	0.0216			531/955	0.0216
		1944	0.0464			532	0.0432
		1941	0.1584			532/939	0.0257
		1952	0.1506			532/977	0.0050
		1953	0.0020			534/1005	0.1728
		1955	0.1368			499/952	0.1440
		1960	0.0774			536	0.1080
		1961	0.0256			488	0.0413
		1967	0.0774			495	0.0072
		1966	0.0417			494	0.0144
		1965	0.0216			493	0.0565
		1964	0.0144			492	0.0223
		1973/2124	0.0054			498	0.0432
		1973/2123	0.0130			370	0.7056
		1977	0.2284			368	0.0543
		1978	0.0020			362	0.4032
		1982	0.0936			234	0.0432
		1981	0.0610			354/1006	0.0254
		1980	0.0796			353	0.1512
		665	0.0918			352	0.0208
		665/2192	0.0216			333	0.0076
		664	0.1107			348	0.2160
		663	0.1008			347	0.0216
		662	0.1512			346	0.1224
		674	0.0216			326	0.0067
		675	0.0805			327	0.0576
		660	0.0504			340	0.0432
		659/2228	0.2016			341	0.0557
		659	0.1368			337	0.0360
		658	0.0020			342	0.0573
		658/2292	0.0062			336	0.0360
		680	0.2124			343	0.0864
		656	0.1800			306	0.0020
		656/2238	0.0250			335	0.0050
		655	0.0504				
		652	0.1800				
		653/2145	0.0326				

[F. No. R-31015/78/2004-OR-II]

HARISH KUMAR, Under Secy.

नई दिल्ली, 7 फरवरी, 2005

का. आ. 478.—केन्द्रीय सरकार को लोकहित में यह आवश्यक प्रतीत होता है कि प्राकृतिक गैस के परिवहन के लिए जामनगर-भोपाल और काकीनाडा-हैदराबाद-गोवा पाइपलाइन को आपस में जोड़ने के लिए मैसर्स गैस ट्रांसपोर्टेशन एंड इन्फ्रास्ट्रक्चर कम्पनी लिमिटेड द्वारा एक पाइपलाइन बिछाई जानी चाहिए;

और केन्द्रीय सरकार को उक्त पाइपलाइन बिछाने के प्रयोजन के लिए यह आवश्यक प्रतीत होता है कि उस भूमि में, जिसके भीतर उक्त पाइपलाइन बिछाए जाने का प्रस्ताव है। और जो इस अधिसूचना से उपाबद्ध अनुसूची में वर्णित है, उपयोग के अधिकार का अर्जन किया जाए;

अतः अब, केन्द्रीय सरकार, पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) की धारा 3 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उसमें उपयोग के अधिकार का अर्जन करने के अपने आशय की घोषणा करती है;

कोई व्यक्ति, जो उक्त अनुसूची में वर्णित भूमि में हितबद्ध है, उस तारीख से जिसको उक्त अधिनियम की धारा (3) की उपधारा (1) के अधीन भारत के राजपत्र में यथा प्रकाशित इस अधिसूचना की प्रतियाँ साधारण जनता को उपलब्ध करा दी जाती हैं, इक्कीस दिन के भीतर भूमि के नीचे पाइपलाइन बिछाए जाने के लिए उसमें उपयोग के अधिकार के अर्जन के सम्बन्ध में श्री ए. के. संघवी, सक्षम प्राधिकारी, गैस ट्रांसपोर्टेशन एंड इन्फ्रास्ट्रक्चर कम्पनी लिमिटेड पाइपलाइन परियोजना, आनंद महल अपार्टमेंट, भुल्का भवन शाला के सामने, आनंद महल रोड, सूरत-395007, गुजरात राज्य को लिखित रूप में आवेदन भेज सकेगा।

अनुसूची

तहसील : चोयाँसी		जिल्ला : सुरत		राज्य : गुजरात	
गांव का नाम	सर्वे नंबर / ब्लोक नं	क्षेत्रफल			
		हेक्टर	आरे	चो.मी	
1	2	3	4	5	
1 कछेली	नदी	0	18	79	
	84	0	1	23	
	85	0	21	14	
	86	0	2	38	
	81	0	22	72	
	111	0	10	64	
	79	0	6	45	
	नाला	0	7	40	
	124	0	7	27	
	112	0	24	20	
	कच्चा रास्ता	0	3	25	
	123	0	32	38	
	141	0	21	72	
	148	0	15	67	
	140	0	5	2	
	149	0	8	77	
	150	0	1	21	
	152	0	4	34	
	151	0	49	61	
	165	0	19	51	
	168	0	0	2	
	166	0	17	5	
	167	0	12	63	
	नाला	0	1	80	
	163	0	4	4	
	182	0	10	44	
	184	0	17	83	
	183	0	4	43	
	कच्चा रास्ता	0	2	64	
	245	0	21	77	
	244	0	17	71	
	270	0	31	64	
	कच्चा रास्ता	0	1	77	

1	2	3	4	5
(निरंतर) कछोली	418	0	11	72
	417	0	2	88
	416	0	22	61
	414	0	24	28
	413	0	29	25
	423	0	11	38
	486	0	18	35
	490	0	32	49
	489	0	0	2
	491	0	10	43
	495	0	9	68
	494	0	24	57
	496	0	13	43
नाला		0	2	20
	502	0	22	88
	501	0	2	38
	503	0	17	7
	504	0	3	86
	562	0	17	48
	561	0	16	79
	560	0	18	7
	559	0	20	58
	558	0	19	86
	557	0	19	24
	556	0	19	13
	554	0	5	63
	553	0	38	19
	552	0	19	60
2 भाटीया	351	0	2	63
	रास्ता	0	2	78
	352	0	16	32
	354	0	12	0
	353	0	69	95
	365	0	36	19
	रास्ता	0	5	51
	366	0	23	52
	380	0	25	36
	379	0	36	96
	364	0	33	53

1	2	3	4	5
(निरंतर) भाटीया	35	0	42	58
	33	0	30	9
	32	0	14	8
	44	0	10	10
	46	0	18	91
	54	0	27	87
	रास्ता	0	5	49
	कच्चा रास्ता	0	2	3
3 बकताना	कच्चा रास्ता	0	1	86
	346	0	26	46
	348	0	20	50
	नहर	0	6	52
	350	0	37	84
	39	0	14	47
	रास्ता	0	12	66
	40	0	0	15
	38	0	29	21
	37	0	21	20
	36	0	18	86
	35	0	21	33
	57	0	9	49
	58	0	26	15
	60	0	4	62
	59	0	20	23
	रास्ता	0	20	72
	230	0	23	85
	231	0	14	99
	245	0	30	76
	244	0	15	88
	246	0	19	98
	260	0	9	52
	259	0	19	55
	261	0	18	26
	257	0	6	30
	नहर	0	6	72
4 बोणन्द	नहर	0	5	27
	185	0	33	22
	नहर	0	7	20

1	2	3	4	5
(निरंतरे)बोणन्द	188	0	12	3
	189	0	30	10
	190	0	47	94
	191	0	28	22
	178	0	44	53
	नहर	0	3	97
	177	0	7	85
	132	0	25	36
	133	0	14	19
	113	0	19	17
	रास्ता	0	1	47
	119	0	39	74
	94	0	19	67
	नहर	0	11	64
	95	0	29	5
	97	0	57	33
	कच्चा रास्ता	0	1	41
5 गोजा	कच्चा रास्ता	0	4	44
	38	0	21	80
	40	0	59	69
	46	0	29	50
	48	0	22	76
	49	0	58	33
	नहर	0	4	30
	50	0	24	79
	कच्चा रास्ता	0	2	69
	104	0	26	9
	105	0	0	15
	111	0	38	18
	112	0	41	22
	116	0	41	42
	113	0	23	2
	कच्चा रास्ता	0	2	76
	नाला	0	7	77
	115	0	9	12
	114	0	22	59
6 महेणी	53	0	4	44
	54	0	32	10

1	2	3	4	5
(निरंतर)महोणी	55	0	35	76
	78	0	0	68
	रास्ता (ओ.डी.आर)	0	6	32
	77	0	39	64
	64	0	27	92
	रास्ता	0	3	64
	238	0	55	61
	फील्ड चेनल	0	1	5
	182	0	30	18
	181	0	22	12
	183	0	3	43
	184	0	82	52
	नहर	0	6	6
	189	0	10	38
	190	0	28	54
	191	0	62	9
	195	0	33	27
	197	0	92	22
	200	0	52	39
7 साबरगाम	4	0	1	9
तहसील : पलसाना	जिल्ला : सुरत	राज्य : गुजरात		
1 नीयेल	247	2	7	50
	नहर	0	4	15
	246	0	0	1
	रास्ता	0	11	18
	232	0	13	91
	231	0	9	52
	कच्चा रास्ता	0	6	44
	230 पै	0	12	63
	नहर	0	4	48
	230	0	32	64
	नहर	0	8	71
	221	0	55	68
	220	0	2	5
	रेल्वे	0	15	33
	211	0	37	27
	कच्चा रास्ता	0	5	51
	176	0	6	89

1	2	3	4	5
(निरंतरे) नीयोल	210	0	4	52
	176 पै	0	12	0
	नहर	0	5	24
	179	0	17	39
	180	0	23	23
	188	0	49	55
	192	0	44	14
	191	0	30	16
	रास्ता (ओ.डी.आर)	0	5	0
	134	0	39	15
	नहर	0	1	51
	127	0	31	57
	नहर	0	15	15
	105	0	14	73
	106	0	1	0
	कच्चा रास्ता	0	20	1
	69	0	19	87
	64	0	0	1
	68	0	41	70
	80 ब	0	1	10
	नहर	0	13	18
	80 अ	0	37	61
	94 / पै 1	0	32	48
	93/1	0	81	87
2 अंत्रोली	284	0	36	35
	286	0	12	97
	नाला	0	2	12
	धोरीमाण 6	0	6	11
	287	0	54	11
	289	0	0	1
	नहर	0	4	5
	290	0	39	49
	296	0	20	47
	299	0	26	23
	नाला	0	4	71
तहसील : कामरेज	जिल्ला : सुरत	राज्य : गुजरात		
1 छेडछा	नाला	0	3	77
	78	0	22	12

1	2	3	4	5
(निरंतरे) छेडछा	76	0	13	73
	75	0	30	20
	72	0	12	34
	74	0	23	34
	73	0	3	70
	71	0	28	68
	64	0	25	1
	65	0	31	91
	63	0	3	97
	कच्चा रास्ता	0	6	59
	57	0	31	24
	55	0	23	64
	51	0	57	70
	52	0	0	50
	38	0	49	13
	नहर	0	5	52
	37	0	60	92
2 कोसमाडा	173	0	78	62
	234	0	0	1
	228	0	46	91
	नाला	0	3	55
	226	0	42	41
	नाला	0	2	68
	225	0	10	91
	224	0	10	94
	कच्चा रास्ता	0	9	61
	260	0	9	57
	261	0	42	92
	263	0	23	89
	265	0	38	35
	कच्चा रास्ता	0	17	86
	266	0	10	69
	371	0	4	73
	370	0	34	50
	363	0	31	74
	352	0	41	29
	353प	0	10	20
	नहर	0	12	34
	353	0	19	85

1	2	3	4	5
(निरंतर)कोसमाडा	354	0	0	8
	355	0	11	63
	356	0	14	20
	कच्चा रास्ता	0	3	90
	357	0	32	67
	345	0	63	73
	341	0	0	51
	39	0	34	97
	नहर	0	4	70
	39 पै	0	12	94
	341 पै	0	34	85
	342	0	0	19
3 खडसद	88	0	69	48
	87	0	16	91
	नहर	0	9	26
	110	0	36	20
	गटर	0	2	81
	85	0	4	96
	86	0	60	95
	कच्चा रास्ता	0	2	68
	44	0	38	75
	45	0	55	56
	कच्चा रास्ता	0	2	35
	46	0	35	20
	47	0	30	25
	नाला	0	4	19
4 पसेदरा	नाला	0	8	97
	86	0	30	50
	87	0	32	83
	डामर रास्ता	0	4	82
	89	0	24	47
	90	0	40	14
	81	0	5	2
	कच्चा रास्ता	0	3	56
	92	0	17	44
	93	0	20	68
	96		26	68
	नहर	0	2	43

1	2	3	4	5
(निरंतर) पसेदरा	102	0	49	45
	106	0	12	73
	कच्चा रास्ता	0	6	80
	104	0	51	24
	105	0	5	41
5 लशकाना	10	0	2	51
	5	0	19	70
	5 पै	2	22	77
	नहर	0	14	81
	12	0	12	23
	कच्चा रास्ता	0	1	42
	नाला	0	5	61
	168	0	0	40
	नाला	0	5	25
	राज्य धोरीमार्ग	0	9	79
	167	0	13	24
	166	0	8	62
6 बालक	बहाव	0	9	21
	59	0	39	87
	58	0	32	85
	57	0	36	78
	बहाव	0	3	24
	54	0	37	60
	53	0	5	53
	52	0	52	46
	50	0	14	56
	49	0	25	81
	48	0	21	88
	47	0	18	46
	नाला	0	10	11
7 भादा	137	0	10	55
	138	0	23	27
	139	0	31	3
	140	0	24	85
	145	0	28	80
	कच्चा रास्ता	0	2	4
	146	0	33	98
	कच्चा रास्ता	0	10	79

1	2	3	4	5
(निरंतरे)भादा	108	0	1	20
	107	0	33	30
	106	0	18	74
	104	0	15	55
	105	0	14	98
	कच्चा रास्ता	0	3	61
	103	0	0	40
	100	0	20	16
	102	0	34	25
	कच्चा रास्ता	0	7	97
	80	0	24	20
	79	0	23	77
	77	0	0	79
	78	0	4	47
	कच्चा रास्ता	0	1	50
	52	0	36	45
	41	0	1	20
	42	0	29	93
	43	0	51	9
	44	0	33	50
	45	0	48	21
	डामर रास्ता	0	2	99
	14	0	41	11
	9	0	15	58
	कच्चा रास्ता	0	3	0
	तापी नदी	0	67	27
8 कठोर	तापी नदी	0	90	4
	34	0	17	28
	36	0	39	31
	37	0	4	65
	डामर रास्ता	0	3	44
	38	0	36	29
	41	0	54	69
	42	0	50	72
	43	0	22	23
	44	0	25	9
	45	0	23	0
	46	0	30	5
	47	0	12	0

1	2	3	4	5
(निरंतर) कठोर	50	0	28	53
	51	0	1	32
	नहर	0	16	42
	53	0	23	84
	69	0	37	14
	68	0	26	25
	कच्चा रास्ता	0	2	36
9 अन्नाना	कच्चा रास्ता	0	2	30
	557 ब	0	24	24
10 वेलंजा	305	0	8	61
	304	0	5	40
	303	0	59	33
	300	0	30	1
	294	0	5	14
	नहर	0	7	6
	298	0	36	14
	297	0	30	24
	278	0	30	44
	मेटल रोड	0	10	0
	285	0	30	38
	281	0	20	89
	280	0	23	90
	279	0	25	59
	259	0	37	44
	260	0	32	28
	264	0	14	37
	डामर रास्ता	0	3	51
	263	0	76	48
	242	0	52	29
	243	0	24	24
	राज्य धोरीमार्ग	0	10	54
	205अ	0	98	81
	207	0	1	54
	208अ	0	8	13
	211	0	53	78
	212	0	10	71
	215	0	48	71
	214	0	5	66
	199	0	33	81

1	2	3	4	5
(निरंतर) वेलंजा	200	0	21	12
	198 पै	0	2	20
	198 पै	0	35	21
	फील्ड घेनल	0	8	41
	197	0	0	40
	171	0	0	40
	190	0	24	80
	189	0	31	68
	188	0	42	38
	183	0	41	48
	182	0	34	31
11 शेखपुर	11	0	84	52
	नाला	0	3	76
	13	0	32	35
	डामर रास्ता	0	5	35
	19	0	30	76
	20अ	0	43	3
	27	0	28	87
	26	0	36	37
	कच्चा रास्ता	0	5	58
	38	0	31	87
	39	0	12	59
	45	0	11	56
	46	0	40	56
	47	0	0	40
	53	0	23	39
	54	0	1	64
	56	0	37	64
	55	0	0	42
	66	0	0	46
	72	0	7	29
	67	0	5	65
	71	0	2	5
	70	0	7	86
	80	0	15	28
	85	0	12	64
	64	0	2	94
	वेस्ट लेन्ड	0	20	99
	82	0	7	96

1	2	3	4	5
(निरंतर) शेखपुर	95	0	0	95
	मेटल रोड	0	9	47
	119	0	65	50
	120	0	0	40
	118	0	0	40
	116 पै	0	62	46
	111	0	17	18
	110	0	54	78
	106	0	44	1
	रेल्वे	0	4	50
	नहर	0	6	51
	105	0	5	69

तहसील : ओलपाड	जिल्ला : सुरत	राज्य : गुजरात
1 कारेली	102	0 51 41
	नहर	0 1 50
	103	0 43 64
	106	0 21 52
	112	0 58 22
	कच्चा रास्ता	0 20 21
	113	0 37 29
	129	0 35 94
	130	0 24 19
	131	0 48 43
	82	1 6 67
	138	0 17 14
	139	0 27 23
	141	0 46 18
	145	0 30 75
	146	0 39 16
	राज्य धोरीमार्ग	0 11 27
	147	0 0 69
	148	0 52 50
	नहर	0 9 15
	185	0 3 5
	184	0 40 86
	182	0 12 54
	181	0 12 34
	183	0 12 39

1	2	3	4	5
(निरंतरे) कारेली	180	0	0	40
	डामर रास्ता	0	4	50
	178	0	15	14
	176	0	48	72
	175	0	0	50
	नहर	0	14	54
	258	0	0	40
	260	1	2	34
	281	0	40	84
	261	0	11	92
	280	0	0	40
	270	0	41	36
	278	0	39	95
	277	0	64	87
	276	0	10	31
	286	0	5	65
	288	0	12	53
	डामर रास्ता	0	8	22
	287	0	15	44
	नाला	0	5	55
	289	0	36	39
	290	0	9	63
	डामर रास्ता	0	5	85
2 स्यादला	130	0	89	29
	127	0	32	74
	डामर रास्ता	0	4	12
	114	0	37	16
	110	0	14	29
	267	0	9	18
	108	0	55	15
	106	0	0	40
	105	0	26	42
	104	0	9	2
	97अ	0	39	42
	101	0	25	74
	100	0	31	21
	डामर रास्ता	0	8	27
	70	0	24	16
	72	0	91	59

1	2	3	4	5
/ निरंतर) स्यादला	गटर	0	4	30
	73	0	1	20
	55	0	6	16
3 सिमालु	178	0	4	8
	163	0	29	44
	नहर	0	7	34
	कच्चा रास्ता	0	0	40
	160	0	42	30
	159	0	24	35
	157	0	51	30
	156	0	8	27
	कच्चा रास्ता	0	4	28
	167	0	16	4
	डामर रास्ता	0	1	43
	126	0	57	31
	127	0	54	67
	128	0	0	80
	129अ	0	32	99
	129ब	0	36	0
	133	0	19	95
	134	0	74	8
	नहर	0	10	2
	138	0	3	88
4 बेलाव	108	0	7	48
	नहर	0	1	50
	107	0	86	65
	159अ	0	16	70
	119	0	30	60
	121	0	23	0
	118	0	1	88
	117	0	67	54
5 अनीता	198	0	72	85
	197	0	24	86
	194	0	51	52
	241	0	1	75
	246	0	27	75
	247	0	26	67
	248	0	11	34
	249	0	14	68

1	2	3	4	5
(निरंतर)अनीता	250	0	17	30
	251	0	0	64
	मेटल रोड	0	4	10
	252	0	13	83
	253अ	0	24	71
	253ब	0	26	73
	290	0	25	21
	296	0	72	61
	315	0	29	53
	312	0	11	75
	313	0	36	71
	336	0	5	27
	राज्य धोरीमार्ग	0	12	84
	314	0	0	40
	335	0	13	23
	334	0	19	92
	387	0	57	32
	कच्चा रास्ता	0	5	50
	393	0	0	40
	394	0	16	60
	395	0	13	2
	396	0	17	64
	397	0	9	85
	नहर	0	16	64
	409	0	0	40
	399	0	33	98
	408	0	14	57
	407	0	29	65
	403	0	35	18
	404	0	33	67
	355ब	0	0	40
6 उमराछी	184	0	4	8
	185	0	0	40
	182	0	5	51
	175	0	26	49
	174	0	19	39
	कच्चा रास्ता	0	14	62
	176	0	11	75
	177	0	3	75

1	2	3	4	5
(निरंतर) उमराछी	171	0	50	8
	169	0	13	46
	168	0	1	80
	102	0	17	36
	163व	0	67	63
	कच्चा रास्ता	0	4	39
	98	0	7	50
	कीम नदी	0	3	75

[फा. सं. एल-14014/37/2004-जी.पी.]

एस. बी. मण्डल, अवर सचिव

New Delhi, the 7th February, 2005

S.O. 478—Whereas it appears to the Central Government that it is necessary in the public interest that for the transportation of natural gas through an interconnection between Jamnagar - Bhopal and Kakinada - Hyderabad - Goa pipeline, a pipeline should be laid by Gas Transportation and Infrastructure Company Limited;

And whereas it appears to the Central Government that for the purpose of laying the said pipeline, it is necessary to acquire the right of user in land under which the said pipeline is proposed to be laid and which is described in the Schedule annexed to this notification;

Now, therefore, in exercise of the powers conferred by sub-section (1) of section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962), the Central Government hereby declares its intention to acquire the right of user therein;

Any person interested in the land described in the said Schedule may, within twenty-one days from the date on which the copies of this notification as published in the Gazette of India under sub-section (1) of section 3 of the said Act, are made available to the general public, object in writing to the acquisition of the right of user therein for laying of the pipeline under the land to Shri.A.K.Sanghavi, Competent Authority, Gas Transportation and Infrastructure Company Limited Pipeline Project, Anand Mahal Apartment, Opposite to Bhulka Bhavan School, Anand Mahal Road, Surat - 395007, Gujarat.

SCHEDULE

Tehsil : Choryasi		District : Surat		State : Gujarat	
Name of the Village	Survey No./Block No.	Area to be acquired			
		Hectare	Are	Sq.m	
1	2	3	4	5	
1. Kachholi	River	0	18	79	
	84	0	1	23	
	85	0	21	14	
	86	0	2	38	
	81	0	22	72	
	111	0	10	64	
	79	0	6	45	
	Nala	0	7	40	
	124	0	7	27	
	112	0	24	20	
	Cart Track	0	3	25	
	123	0	32	38	
	141	0	21	72	
	148	0	15	67	
	140	0	5	2	
	149	0	8	77	
	150	0	1	21	
	152	0	4	34	
	151	0	49	61	
	165	0	19	51	
	168	0	0	2	
	166	0	17	5	
	167	0	12	63	
	Nala	0	1	80	
	163	0	4	4	
	182	0	10	44	
	184	0	17	83	
	183	0	4	43	
	Cart Track	0	2	64	
	245	0	21	77	
	244	0	17	71	
	270	0	31	64	
	Cart Track	0	1	77	
	418	0	11	72	
	417	0	2	88	
	416	0	22	61	
	414	0	24	28	
	413	0	29	25	
	423	0	11	38	
	486	0	18	35	
	490	0	32	49	

1	2	3	4	5
(Cont'd) Kachholi	489	0	0	2
	491	0	10	43
	495	0	9	68
	494	0	24	57
	496	0	13	43
	Nala	0	2	20
	502	0	22	88
	501	0	2	38
	503	0	17	7
	504	0	3	86
	562	0	17	48
	561	0	16	79
	560	0	18	7
	559	0	20	58
	558	0	19	86
	557	0	19	24
	556	0	19	13
	554	0	5	63
	553	0	38	19
	552	0	19	60
2. Bhatliya	351	0	2	63
	Road	0	2	78
	352	0	16	32
	354	0	12	0
	353	0	69	65
	365	0	36	19
	Road	0	5	51
	366	0	23	52
	380	0	25	36
	379	0	36	96
	364	0	33	53
	35	0	42	58
	33	0	30	9
	32	0	14	8
	44	0	10	10
	46	0	18	91
	54	0	27	87
	Road	0	5	49
	Cart Track	0	2	3
3. Waktana	Cart Track	0	1	86
	346	0	26	46
	348	0	20	50
	Canal	0	6	52
	350	0	37	84
	39	0	14	47
	Road	0	12	66
	40	0	0	15

1	2	3	4	5
(Cont'd) Waktana	38	0	29	21
	37	0	21	20
	36	0	18	86
	35	0	21	33
	57	0	9	49
	58	0	26	15
	60	0	4	62
	59	0	20	23
	Road	0	20	72
	230	0	23	85
	231	0	14	99
	245	0	30	76
	244	0	15	88
	246	0	19	98
	260	0	9	52
	259	0	19	55
	261	0	18	26
	257	0	6	30
	Canal	0	6	72
	Canal	0	5	27
	185	0	33	22
	Canal	0	7	20
	188	0	12	3
	189	0	30	10
	190	0	47	94
	191	0	28	22
	178	0	44	53
	Canal	0	3	97
	177	0	7	85
	132	0	25	36
	133	0	14	19
	113	0	19	17
	Road	0	1	47
	119	0	39	74
	94	0	19	67
	Canal	0	11	64
	95	0	29	5
	97	0	57	33
	Cart Track	0	1	41
5. Goja	Cart Track	0	4	44
	38	0	21	80
	40	0	59	69
	46	0	29	50
	48	0	22	76
	49	0	58	33
	Canal	0	4	30
	50	0	24	79

1	2	3	4	5
(Cont'd) Goja	Cart Track	0	2	69
	104	0	26	9
	105	0	0	15
	111	0	38	18
	112	0	41	22
	116	0	41	42
	113	0	23	2
	Cart Track	0	2	76
	Nala	0	7	77
	115	0	9	12
	114	0	22	59
6. Mahoni	53	0	4	44
	54	0	32	10
	55	0	35	76
	78	0	0	68
	Road (ODR)	0	6	32
	77	0	39	64
	64	0	27	92
	Road	0	3	64
	238	0	55	61
	Field Channel	0	1	5
	182	0	30	18
	181	0	22	12
	183	0	3	43
	184	0	82	52
	Canal	0	6	6
	189	0	10	38
	190	0	28	54
	191	0	62	9
	195	0	33	27
	197	0	92	22
	200	0	52	39
7. Sabargam	4	0	1	9
Taluka: Palsana		Dist: Surat		State: Gujarat
1. Niyol	247	2	7	50
	Canal	0	4	15
	246	0	0	1
	Road	0	11	18
	232	0	13	91
	231	0	9	52
	Cart Track	0	6	44
	230P	0	12	63
	Canal	0	4	48
	230	0	32	64
	Canal	0	8	71
	221	0	55	68

1	2	3	4	5
(Cont'd) Niyol	220	0	2	5
	Railway	0	15	33
	211	0	37	27
	Cart Track	0	5	51
	176	0	6	89
	210	0	4	52
	176P	0	12	0
	Canal	0	5	24
	179	0	17	39
	180	0	23	23
	188	0	49	55
	192	0	44	14
	191	0	30	16
	Road (ODR)	0	5	0
	134	0	39	15
	Canal	0	1	51
	127	0	31	57
	Canal	0	15	15
	105	0	14	73
	106	0	1	0
	Cart Track	0	20	1
	69	0	19	87
	64	0	0	1
	68	0	41	70
	80 B	0	1	65
	Canal	0	13	18
	80 A	0	37	61
	94/P 1	0	32	48
	93/1	0	81	87
2. Antroli	284	0	36	35
	286	0	12	97
	Nala	0	2	12
	Road (N.H-6)	0	6	11
	287	0	54	11
	289	0	0	1
	Canal	0	4	5
	290	0	39	49
	296	0	20	47
	299	0	26	23
	Nala	0	4	71
Taluka: Kamrej		Dist: Surat		State: Gujarat
1. Chhedachha	Nala	0	3	77
	78	0	22	12
	76	0	13	73
	75	0	30	20
	72	0	12	34
	74	0	23	34

1	2	3	4	5
(Cont'd) Chhedchha	73	0	3	70
	71	0	28	68
	64	0	25	1
	65	0	31	91
	63	0	3	97
	Cart Track	0	6	59
	57	0	31	24
	55	0	23	64
	51	0	57	70
	52	0	0	50
	38	0	49	13
	Canal	0	5	52
	37	0	60	92
2. Kōsmadā	173	0	78	62
	234	0	0	1
	228	0	46	91
	Nala	0	3	55
	226	0	42	41
	Nala	0	2	68
	225	0	10	91
	224	0	10	94
	Cart Track	0	9	61
	260	0	9	57
	261	0	42	92
	263	0	23	89
	265	0	38	35
	Cart Track	0	17	86
	266	0	10	69
	371	0	4	73
	370	0	34	50
	363	0	31	74
	352	0	41	29
	353P	0	10	20
	Canal	0	12	34
	353	0	19	85
	354	0	0	8
	355	0	11	63
	356	0	14	20
	Cart Track	0	3	90
	357	0	32	67
	345	0	63	73
	341	0	0	51
	39	0	34	97
	Canal	0	4	70
	39 P	0	12	94
	341P	0	34	85
	342	0	0	19

1	2	3	4	5
3. Khadsad	88	0	69	48
	87	0	16	91
	Canal	0	9	26
	110	0	36	20
	Drain	0	2	81
	85	0	4	96
	86	0	60	95
	Cart Track	0	2	68
	44	0	38	75
	45	0	55	56
	Cart Track	0	2	35
	46	0	35	20
	47	0	30	25
	Nala	0	4	19
4. Pasodara	Nala	0	8	97
	86	0	30	50
	87	0	32	83
	Road (Asp)	0	4	82
	89	0	24	47
	90	0	40	14
	81	0	5	2
	Cart Track	0	3	56
	92	0	17	44
	93	0	20	68
	96	0	26	68
	Canal	0	2	43
	102	0	49	45
	106	0	12	73
	Cart Track	0	6	80
	104	0	51	24
5. Lashkana	105	0	5	41
	10	0	2	51
	5	0	19	70
	5P	2	22	77
	Canal	0	14	81
	12	0	12	23
	Cart Track	0	1	42
	Nala	0	5	61
	168	0	0	40
	Nala	0	5	25
	Road (S.H)	0	9	79
	167	0	13	24
	166	0	8	62
6. Valak	Stream		9	21
	59		39	87
	58	0	32	85
	57	0	36	78

1	2	3	4	5
(Cont'd) Valak	Stream	0	3	24
	54	0	37	60
	53	0	5	53
	52	0	52	46
	50	0	14	56
	49	0	25	81
	48	0	21	88
	47	0	18	46
	Nala	0	10	11
7. Bhada	137	0	10	55
	138	0	23	27
	139	0	31	3
	140	0	24	85
	145	0	28	80
	Cart Track	0	2	4
	146	0	33	98
	Cart Track	0	10	79
	108	0	1	20
	107	0	33	30
	106	0	18	74
	104	0	15	55
	105	0	14	98
	Cart Track	0	3	61
	103	0	0	40
	100	0	20	16
	102	0	34	25
	Cart Track	0	7	97
	80	0	24	20
	79	0	23	77
	77	0	0	79
	78	0	4	47
	Cart Track	0	1	50
	52	0	36	45
	41	0	1	20
	42	0	29	93
	43	0	51	9
	44	0	33	50
	45	0	48	21
	Road (Asp)	0	2	99
	14	0	41	11
	9	0	15	58
	Cart Track	0	3	0
	River (Tapi)	0	67	27
8. Kathor	River (Tapi)	0	90	4
	34	0	17	28
	36	0	39	31
	37	0	4	65

1	2	3	4	5
(Cont'd) Kathor	Road (Asp)	0	3	44
	38	0	36	29
	41	0	54	69
	42	0	50	72
	43	0	22	23
	44	0	25	9
	45	0	23	0
	46	0	30	5
	47	0	12	0
	50	0	28	53
	51	0	1	32
	Canal	0	16	42
	53	0	23	84
	69	0	37	14
	68	0	26	25
	Cart Track	0	2	36
9. Abrama	Cart Track	0	2	30
	557 B	0	24	24
10. Velanja	305	0	8	61
	304	0	5	40
	303	0	59	33
	300	0	30	1
	294	0	5	14
	Canal	0	7	6
	298	0	36	14
	297	0	30	24
	278	0	30	44
	Metal Road	0	10	0
	285	0	30	38
	281	0	20	89
	280	0	23	90
	279	0	25	59
	259	0	37	44
	260	0	32	28
	264	0	14	37
	Road (Asp)	0	3	51
	263	0	76	48
	242	0	52	29
	243	0	24	24
	Road (S.H)	0	10	54
	205A	0	98	81
	207	0	1	54
	208 A	0	8	13
	211	0	53	78
	212	0	10	71
	215	0	48	71
	214	0	5	66

1	2	3	4	5
(Cont'd) Velanja	199	0	33	81
	200	0	21	12
	198P	0	2	20
	198P	0	35	21
	Field Channel	0	8	41
	197	0	0	40
	171	0	0	40
	190	0	24	80
	189	0	31	68
	188	0	42	38
	183	0	41	48
	182	0	34	31
11. Shekhpur	11	0	84	52
	Nala	0	3	76
	13	0	32	35
	Road (Asp)	0	5	35
	19	0	30	76
	20A	0	43	3
	27	0	28	87
	26	0	36	37
	Cart Track	0	5	58
	38	0	31	87
	39	0	12	59
	45	0	11	56
	46	0	40	56
	47	0	0	40
	53	0	23	39
	54	0	1	64
	56	0	37	64
	55	0	0	42
	66	0	0	46
	72	0	7	29
	67	0	5	65
	71	0	2	5
	70	0	7	86
	80	0	15	28
	85	0	12	64
	84	0	2	94
	Waste Land	0	20	99
	82	0	7	96
	95	0	0	95
	Road (Metal)	0	9	47
	119	0	65	50
	120	0	0	40
	118	0	0	40
	116P	0	62	46
	111	0	17	18

1	2	3	4	5
(Cont'd)Shekhpur	110	0	54	78
	106	0	44	1
	Railway Line	0	4	50
	Canal	0	6	51
	105	0	5	69
Taluka: Olpad		Dist: Surat		State: Gujarat
1. Kareli	102	0	51	41
	Canal	0	1	50
	103	0	43	64
	106	0	21	52
	112	0	58	22
	Cart Track	0	20	21
	113	0	37	29
	129	0	35	94
	130	0	24	19
	131	0	48	43
	82	1	6	67
	138	0	17	14
	139	0	27	23
	141	0	46	18
	145	0	30	75
	146	0	39	16
	Road (S.H)	0	11	27
	147	0	0	69
	148	0	52	50
	Canal	0	9	15
	185	0	3	5
	184	0	40	86
	182	0	12	54
	181	0	12	34
	183	0	12	39
	180	0	0	40
	Road (Asp)	0	4	50
	178	0	15	14
	176	0	48	72
	175	0	0	50
	Canal	0	14	54
	258	0	0	40
	260	1	2	34
	281	0	40	84
	261	0	11	92
	280	0	0	40
	270	0	41	36
	278	0	39	95
	277	0	64	87
	276	0	10	31
	286	0	5	65

1	2	3	4	5
(Cont'd) Kareli	288	0	12	53
	Road (Asp)	0	8	22
	287	0	15	44
	Nala	0	5	55
	289	0	36	39
	290	0	9	63
	Road (Asp)	0	5	85
	130	0	89	29
	127	0	32	74
	Road (Asp)	0	4	12
2. Syadla	114	0	37	16
	110	0	14	29
	267	0	9	18
	108	0	55	15
	106	0	0	40
	105	0	26	42
	104	0	9	2
	97A	0	39	42
	101	0	25	74
	100	0	31	21
	Road (Asp)	0	8	27
	70	0	24	16
	72	0	91	59
	Drain	0	4	30
	73	0	1	20
	55	0	6	16
	178	0	4	8
	163	0	29	44
	Canal	0	7	34
	Cart Track	0	0	40
3. Simalthu	160	0	42	30
	159	0	24	35
	157	0	51	30
	156	0	8	27
	Cart Track	0	4	28
	167	0	16	4
	Road (Asp)	0	1	43
	126	0	57	31
	127	0	54	67
	128	0	0	80
	129A	0	32	99
	129B	0	36	0
	133	0	19	95
	134	0	74	8
	Canal	0	10	2
	138	0	3	88
	108	0	7	48
4. Bolav				

1	2	3	4	5
(Cont'd) Bolav	Canal	0	1	50
	107	0	86	65
	159A	0	16	70
	119	0	30	60
	121	0	23	0
	118	0	1	88
	117	0	67	54
5. Anita	198	0	72	85
	197	0	24	86
	194	0	51	52
	241	0	1	75
	246	0	27	75
	247	0	26	67
	248	0	11	34
	249	0	14	68
	250	0	17	30
	251	0	0	64
	Road (Metal)	0	4	10
	252	0	13	83
	253A	0	24	71
	253B	0	26	73
	290	0	25	21
	296	0	72	61
	315	0	29	53
	312	0	11	75
	313	0	36	71
	336	0	5	27
	Road (S.H)	0	12	84
	314	0	0	40
	335	0	13	23
	334	0	19	92
	387	0	57	32
	Cart Track	0	5	50
	393	0	0	40
	394	0	16	60
	395	0	13	2
	396	0	17	64
	397	0	9	85
	Canal	0	16	64
	409	0	0	40
	399	0	33	98
	408	0	14	57
	407	0	29	65
	403	0	35	18
	404	0	33	67
	355B	0	0	40
6. Umarachhi	184	0	4	8

1	2	3	4	5
(Cont'd) Umarachhi	185	0	0	40
	182	0	5	51
	175	0	26	49
	174	0	19	39
	Cart Track	0	14	62
	176	0	11	75
	177	0	3	75
	171	0	50	8
	169	0	13	46
	168	0	1	80
	102	0	17	36
	163B	0	67	63
	Cart Track	0	4	39
	98	0	7	50
	Kim River	0	3	75

[F. No. L-14014/37/2004-G.P.]
S. B. MANDAL, Under Secy.

नागर विमानन मंत्रालय

नई दिल्ली, 2 फरवरी, 2005

का.आ. 479—केन्द्रीय सरकार, राजभाषा (संघ के शासकीय प्रयोजनों के लिए प्रयोग), नियम 1976 के नियम 10 के उपनियम (4) के अनुसरण में, नागर विमानन मंत्रालय के अधीनवर्ती कार्यालय इन्दिरा गांधी राष्ट्रीय उड़ान अकादमी, फुरसत गंज एयरफील्ड, जनपद रायबरेली - 229302 (उ.प्र.) को, जिसके 80 प्रतिशत से अधिक कर्मचारी-वृन्द ने हिन्दी का कार्यसाधक ज्ञान प्राप्त कर लिया है, अधिसूचित करती है।

[फा. सं. ई-11011/01/2000-रा.भा.]
चन्द्रभान नारनौली, निदेशक राजभाषा

MINISTRY OF CIVIL AVIATION

New Delhi, the 2nd February, 2005

S.O. 479—In pursuance of sub Rule (4) of Rule of the Official Languages (Use for the Official purposes of the Union) Rules, 1976 the Central Government, hereby notifies Office of Indira Gandhi Rashtriya Uran Akadami, Fursatganj Airfield, Distt. Raebareli - 229302 (U.P.) a Subordinate office of Ministry of Civil Aviation, whereof, more than 80% staff have acquired the working knowledge of Hindi.

[F. No. E-11011/01/2000-O.L.]
C. B. NARNAULI, Director (O.L.)

श्रम मंत्रालय

नई दिल्ली, 12 जनवरी, 2005

का.आ. 480—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार एस. ई. सी. एल. प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, औद्योगिक विवाद में मध्यस्थ श्री आर. के. मेहता अनुबंध में विनिर्दिष्ट अधिनियम को प्रकाशित करती है, जो केन्द्रीय सरकार को 06-01-2005 को प्राप्त हुआ था।

[सं. एल-22013/1/2005-आई.आर. (सी-II)]

एन. पी. केशवन, डैस्क अधिकारी

MINISTRY OF LABOUR

New Delhi, the 12th January, 2005

S.O. 480.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award of the Arbitrator Shri R. K. Mehta as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of SECL and their workmen, which was received by the Central Government on 6-1-2005

[No. L-22013/1/2005-IR(C-II)]

N. P. KESAVAN, Desk Officer

From:

R. K. Mehta
Director (Personnel)/Arbitrator
Eastern Coalfields Limited
sanctoria.

To

The Director (Personnel)
South Eastern coalfields Limited,
Bilaspur (MP).

Dear Sir,

Sub: Submission of Arbitration Award in the matter of proper payment to the Drivers, Helpers & Mechanics of M/s. Ex Military Enterprises Pvt. Ltd., M/s. Rohini Associates Pvt. Ltd. and M/s. Kaytin transport Pvt. Ltd.

Enclosed please find herewith my AWARD in relation to the above dispute for your information and further necessary action.

I am also sending herewith extra copies of my AWARD to be given to M/s. Ex: Military Enterprises Pvt. Ltd., M/s. Rohini Associates Pvt. Ltd. and M/s. Kaytin transport Pvt. Ltd.

Yours faithfully,

(R. K. MEHTA)

Director (Pers), ECL/Arbitrator.

Encl: As above.

Cc: Chief Labour commissioner (C), New Delhi. for
Cc: Regional Labour commissioner (C), Jabalpur. their
Cc: Asst. Labour Commissioner (C), Bilaspur. information.
Cc: General Secy., M P K M S (HM), Bilaspur

**BEFORE SHRI RAMESH KUMAR MEHTA,
DIRECTOR (PERSONNEL) EASTERN COALFIELDS
LIMITED, SANCTORIA, AND ARBITRATOR**

In the matter of Industrial Dispute between the employers in relation to the Management of Sub Area Manager, Gevra Project, District: Bilaspur (Madhya Pradesh) and their workmen represented through Shri. Nathulal Pandey, General Secretary of Madhya Pradesh Koyla Mazdoor Sangh (HMS), Post : South Jhagrakhand Colliery, Distt: Surguja (Madhya Pradesh), regarding the issue of rate of payment to the Contractors workers engaged by the Transport contractors namely M/s. Ex: Military Enterprises Pvt. Ltd., M/s. Rohini Associates Pvt. Ltd. & M/s. Kaytin Transport Pvt. Ltd.

APPEARANCES

On behalf of Employers : Shri. H. P. Singh.
the then Dy. Chief Personnel
Manager, Korba (West)
Area : on behalf of the
Sub Area Manager, Gevra
Project.

On Behalf of workmen : Shri. Nathulal Pandey,
General Secretary,
Madhya Pradesh Koyla
Mazdoor
Sangh, (HMS): Post : South
Jhagrakhand Colliery,
Distt : Surguja (MP).

On Behalf of Transport : Ex : Military Enterprises
contractors Private Limited.

M/s. Rohini Associates
Private Limited

M/s. Kaytin Transport
Private Limited

In the matter of Arbitration before the undersigned between Madhya Pradesh Koyla Mazdoor Sangh (HMS) represented through Shri. Nathulal Pandey, General Secretary Versus M/s. Ex: Military Enterprises Private Limited., M/s. Rohini Associates Private Limited, M/s. Kaytin Transport Private Limited., & the Sub Area Manager, Gevra Project, the terms of reference between the parties to the dispute is as under :—

“Whether the workers employed by the Transport contractors at Gevra Project are being paid the correct wages, if not, what relief they would be entitled to”

The parties to the dispute were heard in length on various dates, and they had also submitted their arguments both orally and in writing, and after going through the

deliberations between the parties to the dispute, I give below my AWARD :—

A W A R D

The Madhya Pradesh Koyla Mazdoor Sabha (HMS) filed Miscellaneous Petition No. 3548/87 in the Hon'ble High court of Madhya Pradesh at Jabalpur, claiming similar rate of payment to the workers employed by the transport contractors as is being paid by South Eastern Coalfields Limited to its employees for similar Job.

The Hon'ble High Court by its Order dated 16-11-1987 gave a direction to the Chief Labour commissioner(C) to enquire into the question raised by the petitioners as to whether the work done by the workmen of the transporters are of the same type of work that is being done by the workmen directly employed by the Principal employer.

Thereafter the matter was taken-up the Union before the Chief Labour Commissioner (Central), New Delhi.

During the pendency of the matter before the Chief Labour commissioner (Central), the parties agreed to refer the matter to the Arbitration of Shri. R. K. Mehta, the then chief General Manager(P&A), South Eastern Coalfields Limited, Bilaspur. It was also agreed that the decision of the Arbitrator will be binding on all parties.

After the reference of the matter to the Arbitrator, the parties submitted their statement of claim and rejoinder. Repeated hearings were also held.

The Union in their detailed statement of claim dated 3-10-1992 has stated that the Contract was given to Ex : Military Contractors. They were supplied with vehicle for the transportation of coal from the point of Production to the point of despatch, mainly through Dumpers and Trippers. These Trippers are run by the Drivers, Helpers and are maintained by the Mechanics, Auto Electrician, Welders etc. The Union further submitted that under the agreement between the Management and the Contractors, the contractors are bound to pay wages of the employees according to NCWA.

It was further contended by the Union that the Provisions of Contract Labour (Regulation and Abolition) Act, 1970 is applicable to the Contractors and Under Rule 25(2) (v) (a) any workmen employed by the contractor performing the same or similar kind of work are the workman directly employed by the Principal Employer of the establishment. The Wage rate, holiday, hours of work and other condition of services of the workmen of the contractor shall be the same as applicable to the workmen directly employed by the Principal employer of the establishment on the same kind of work. The Union further submitted that the person employed through the contractor are working in the Mines and they will be deemed to be person employed in the Mine and in any case provisions of NCWA are applicable to them. The Union also submitted a detailed list of workers and the amount claimed.

The Contractors in their statement of claim has submitted that the workmen employed by the company do not fulfill the condition for treating them as equivalent to employees employed by South Eastern Coalfields Limited. The contractors have also denied their liability.

The Management of the then Korba (West) Area was directed to give details in writing regarding the commencement and termination of the Contract.

The Parties specifically agreed that the matter should not be agitated before the Chief Labour commissioner.

The Union by their letter dated 24th January, 1991 has given the details of the names of workers, their designation, attendance yearwise, amount paid, amount due as per NCWA. There is no denial of this by the Contractors.

During the proceedings held on 24-1-1991, the representative of the Union and the Management and the Transport Contractors were asked to submit their details pertaining to the case in writing.

The points for determination before me are whether the employees employed by the Contractors i.e. Drivers, Helpers, Electricians, Mechanic, Tyre fitter, Welder etc. are entitled to similar wages as being paid to the employees, employed by South Eastern Coalfields Limited, on the same job or designation.

The objection of the Contractor that the matter cannot be decided by him stand withdrawn by the agreement dated 24-1-1991.

There is no dispute regarding the designation given to the workers.

There is also no dispute that various employees are specified in NCWA-2, 3 & 4. The Government of India through Director General of Mines Safety by their letter dated 1st February, 1989 intimated that after the amendment of the definition of Mine, person employed in a Mine include person employed in handling and transporting mineral upto the point of despatch and person employed on gathering and transporting of sand to the Mine, persons employed in operations or services relating to the development of the Mine including construction of plant therein. Persons employed in operation of loading of minerals for despatching the same, within the premises of the Mine.

It is also not in dispute that any person employed in the Mine is governed by the Wage Board recommendation and consequently provisions of National Coal Wage Agreement are applicable on them. It is also not in dispute that person designated as Drivers, Helpers, Electricians, Mechanic, Tyre Fitters, Welder etc. employed in South Eastern Coalfields Limited are paid wages according to NCWA.

There is further no dispute that the provisions of Contract Labour (Regulation & Abolition) Act, is

applicable. According to which person employed by the Contractor doing similar job has to be given similar wages.

The Union has contended that persons who are designated as Drivers etc. are doing similar job as employees of South Eastern Coalfields Limited employed in the Mines. There is no material to rebut this submission of the Union before me.

The agreement between the Management and the Contractor also provides for payment of NCWA wages to the employees.

Even otherwise the principle of equal wages for equal work is a fundamental right as held by the Hon'ble Supreme Court repeatedly. Denial of similar wages for similar work violates Article 14 of the Constitution of India.

It is, therefore, clear that every worker employed by the Contractor with various designation as stated by the Union in their claim submitted on 24-1-1991 are entitled to similar wages as is being paid to the employees of South Eastern Coalfields Limited. Non-payment of similar wages is not only against the provisions of Contract Labour (Regulation & Abolition) Act, but also violative of Article 14 of the Constitution of India.

The Submission of the Contractors that they are giving other facilities like Canteen, Food, Accommodation etc. cannot be denial payment of wages similar to that of employees employed by South Eastern Coalfields Limited. Even otherwise, no evidence was produced by the Contractors in support of their claim. These facilities are given, for the benefit of the employees to get efficient work from their employees.

The Management of South Eastern Coalfields Limited through Sub Area Manager, Gevra Project, now Gevra Area is a party to the said dispute, but since the workmen employed by the above named Contractors, the master and servant relationship existed between the concerned workman and the contractors. and as such, the SECL Management does not have any responsibility whatsoever with regard to making payments to the said Contractor workers by them.

I, therefore, give my Award as follows :—

That the persons employed by the above Contractors as per the list submitted by the Union are entitled to Wages as per NCWA.

The Contractor is liable to pay this amount to the workers. The Management of SECL is entitled to make the amount good by recovery from the Bills of the Contractor for making the difference of payment to such of the Contractor Workers for the period they had worked with the said Contractors.

Before concluding, I place on record the unstinted co-operation given to me by the parties during the Arbitration proceedings and for extending time, from time to time enable me to release this AWARD. List of workmen employed by the said contractors, is at Annexures 'A', 'B' & 'C'.

(R. K. MEHTA)

Director (Personnel) : Eastern
Coalfields Limited/ Arbitrator

Place : Bilaspur

Dated : 25-8-1994

ANNEXURE 'A'

ANNEXURE TO ARBITRATION AWARD

M/s. Rohini Associates Private Limited, Gevra Project

Sr. No.	Name & Father's Name	Design	Attendance Year Wise		Amount Paid Rs. Ps.	Amount as Per NCWA-III IV PER DAY Rs. Ps.
			Year	Atten+ OT		
1	2	3	4	5	6	7
1.	Shri. Ram Dev Ram/ Baleshwar Ram	Helper	Feb. 87 1988 1989	307+1228 Hrs 366+1464 Hrs 304	11.66 11.66	39.34 Basic as Per NCWA-IV 40.19 Basic as Per NCWA-IV 40.19 Basic as Per NCWA-IV 41.04 Basic as Per NCWA-IV
2.	Shri. Lil Dhari Pandey/ Choti Pandey	Driver	Jan. 87 1988 1989 1990	348+1598 Hrs 304+1216 Hrs 310+ 315+	30.00 30.00	44.50 Basic as Per NCWA-IV 46.12 Basic as Per NCWA-IV 46.12 Basic as Per NCWA-IV 47.74 Basic as Per NCWA-IV

1	2	3	4	5	6	7
3.	Shri. Ramashankar/ Kapil Dev	Driver	Mar. 87 1988 1990 1989	248+992 Hrs 342+1368 Hrs 325 315	30.00 30.00	44.50 as Per NCWA-IV 46.12 as Per NCWA-IV 47.74 as Per NCWA-IV 46.12 as Per NCWA-IV
4.	Shri. Srikant Ram/ Sudarsan Ram	Gen. Mech	June 86 1987 1988 1999 1990	200+800 Hrs 335+1340 Hrs 320+ 1280 Hrs 325+ 1340 Hrs 310+1240 Hrs	17.66 17.66 17.66 17.66 17.66	53.46 as Per NCWA-IV 43.50 Basic as Per NCWA-IV 43.50 as Per NCWA-IV 44.82 as Per NCWA-IV 46.14 as Per NCWA-IV
5.	Ashok Kumar Joshi/ Umesh Chandra Joshi	Driver	Sep. 86 1987 1988 1999 1990	98+392 Hrs 323+1312 Hrs 325+ 1300 Hrs 330+ 320+	30.00 30.00 30.00	55.63 as Per NCWA-IV 46.12 Basic as Per NCWA-V 46.12 as Per NCWA-IV 47.74 as Per NCWA-IV 49.36 as Per NCWA-IV
6.	Shri. Jagdish Kumar Roy/NC Roy	Helper	Oct. 86 1987 1988 1999 1990	61+244 Hrs 323+1474 Hrs 328+ 1312 Hrs 282+ 1128 310+ 1240 hrs	11.66 11.66 11.66 11.66 11.66	50.72 as Per NCWA-IV 40.19 Basic as Per NCWA-IV 40.19 as Per NCWA-IV 41.04 as Per NCWA-IV 41.89 as Per NCWA-IV
7.	Shri. Mohan Singh Thakur/ Ram Prasad	Helper	May. 87 1988 1989 1990	210+ 840 320+ 330 315	11.66	39.34 as Per NCWA-IV 40.19 as Per NCWA-IV 40.19 as Per NCWA-IV 41.04 as Per NCWA-IV
8.	Shri. Kuldeep Singh S/o. S. Singh	Helper	Feb 87 1988 1989 1990	320+ 1280 Hrs 330 325 335	11.66	39.34 as Per NCWA-IV 40.19 Basic NCWA-IV 40.19 Basic NCWA-IV 41.04 Basic NCWA-IV
9.	Shri. Gurbinder Singh S/o. G. Singh	Helper	June 86 1987 1988 1999 1990	210+ 840 Hrs 320+ 1280 Hrs 320 330 335	11.66 11.66	50.72 40.19 Basic NCWA-IV 40.19 Basic NCWA-IV 41.04 Basic NCWA-IV 41.89 Basic NCWA-IV
10.	Shri. Man Singh Raj/ Ram Gopal	Helper	Feb. 87 1988 1999 1990	320+ 1280 Hrs 320 330 340	11.66	39.34 Basic NCWA-IV 40.19 Basic NCWA-IV 40.19 Basic NCWA-IV 41.04 Basic NCWA-IV
11.	Gaya Prasad/ Bandhoo Prasad	Driver	Jan. 87 1988 1999 1990	339+ 1356 Hrs 311+ 1244 Hrs 320 325	30.00 30.00	44.50 Basic NCWA-IV 46.12 Basic NCWA-IV 46.12 Basic NCWA-IV 47.74 Basic NCWA-IV
12.	Nicolas/ Iliyas	Driver	Mar. 86 1987 1988 1989 1990	261+1044 Hrs 306+ 1224 Hrs 328+ 1312 Hrs 320 325	30.00 30.00 30.00	55.63 Basic 46.12 Basic NCWA-IV 46.12 Basic NCWA-IV 47.74 Basic NCWA-IV 49.36 Basic NCWA-IV
13.	Shri. Chottelal Chandra/ Bahadur	Electrician	Aug. 86 1987 1988 1999 1990	149+ 596 Hrs 324+ 1296 Hrs 349+ 1396 Hrs 320+ 1280 Hrs 340+ 1360 Hrs	15.00 15.00 15.00 15.00 15.00	53.46 43.50 Basic NCWA-IV 43.50 Basic NCWA-IV 44.82 Basic NCWA-IV 46.14 Basic NCWA-IV

1	2	3	4	5	6	7
14.	Shri.Nathulal/ Prem Sai	Driver	Sep. 86	131+ 524 Hrs	30.00	55.63
			1987	346 + 1384 Hrs	30.00	46.12 Basic NCWA-IV
			1988	364+	46.12	46.12 Basic NCWA-IV
			1989	350		47.74 Basic NCWA-IV
			1990	340		49.36 Basic NCWA-IV
15.	Shri.Dineshwar Singh/ Kishun Singh	Driver	July. 86	164+ 656 Hrs	30.00	55.63
			1987	334 + 1336 Hrs	30.00	46.12 Basic NCWA-IV
			1988	321 + 1284 Hrs	30.00	46.12 Basic NCWA-IV
			1989	320		47.74 Basic NCWA-IV
			1990	350		49.36 Basic NCWA-IV
16.	Shri. Paulose Kunjur/ Nitai Kunjur	Driver	Aug. 86	115+ 460 Hrs	30.00	55.63
			1987	315 + 1260 Hrs	30.00	46.12 Basic NCWA-IV
			1988	345		46.12 Basic NCWA-IV
			1989	340		47.74 Basic NCWA-IV
			1990	330		49.36 Basic NCWA-IV
17.	Shri. Lal Chand Bodh/ Dwarika Prasad	Mechanic	Feb. 87	300+1200 Hrs	26.66	42.18 Basic NCWA-IV
			1988	306 + 1224 Hrs	26.66	43.50 Basic NCWA-IV
			1989	350 + 1400 Hrs	30.00	43.50 Basic NCWA-IV
			1990	320 + 1280 Hrs	30.00	44.82 Basic NCWA-IV
18.	Beli Ram/ Sivan Ram	Tyre Fitter	Sep. 86	101 + 404 Hrs	14.00	53.46
			1987	346 + 1484 Hrs	14.00	43.50 Basic NCWA-IV
			1988	303 + 1248 Hrs	14.00	43.50 Basic NCWA-IV
			1989	320		44.82 Basic NCWA-IV
			1990	340		46.14 Basic NCWA-IV
19.	Shri. Marcus Paulose / Amamath Paulose	Mechanic	July 86	170 + 680 Hrs	30.00	53.46
			1987	360 + 1440 Hrs	30.00	43.50 Basic NCWA-IV
			1988	303 + 1212 Hrs	30.00	43.50 Basic NCWA-IV
			1989	340 + 1360 Hrs	30.00	44.82 Basic NCWA-IV
			1990	305 + 1220 Hrs	30.00	46.14 Basic NCWA-IV
20.	Shri. Mathews Paulose/ Amamath Paulose	Mechanic	Oct. 86	105 + 420	26.00	53.46
			1987	340 + 1360 Hrs	26.00	43.50 Basic NCWA-IV
			1988	320		43.50 Basic NCWA-IV
			1989	340		44.82 Basic NCWA-IV
			1990	330		46.14 Basic NCWA-IV
21.	Shri Pramod Kumar/ Bhoop Singh	Helper	May 86	205 + 820 Hrs	11.66	50.72
			1987	320 + 1280 Hrs	11.66	40.19 Basic NCWA-IV
			1988	330 + 1320 Hrs	11.66	40.19 Basic NCWA-IV
			1989	350		41.04 Basic NCWA-IV
			1990	320		41.89 Basic NCWA-IV
22.	Shri S. Taram Jaiswal/ Chotelal Jaiswal	Helper	Jan 87	360 + 1440 Hrs	11.66	39.34 Basic NCWA-IV
			1988	320		40.19 Basic NCWA-IV
			1989	315		40.19 Basic NCWA-IV
			1990	340		41.04 Basic NCWA-IV
23.	Hemant Kumar/ Sobhram	Welder	Feb 87	310 + 1240 Hrs	30.00	42.18 Basic NCWA-IV
			1988	295 + 1180 Hrs	30.00	43.50 Basic NCWA-IV
			1989	340 + 1360 Hrs	30.00	43.50 Basic NCWA-IV
			1990	335 + 1340 Hrs	30.00	44.82 Basic NCWA-IV
24.	Shri. Firat Lal/Sobhram	Helper	Feb. 87	310 + 1240 hrs	11.66	39.34 Basic NCWA-IV
			1988	340 +		40.19 Basic NCWA-IV
			1989	315		40.19 Basic NCWA-IV
			1990	320		41.04 Basic NCWA-IV

1	2	3	4	5	6	7
25.	Shri. Rameshwar Das/ Sunder Das	Electrician	May 87 1988 1989 1990	240 + 960 Hrs 320 + 1280 Hrs 315 330	26.00 26.00	42.18 Basic NCWA-IV 43.50 Basic NCWA-IV 43.50 Basic NCWA-IV 33.82 Basic NCWA-IV
26.	Shri Dhiraj Kumar/ Malaram	Helper	Mar. 87 1988 1989 1990	289 + 1156 Hrs 362 + 1448 Hrs 320 340	11.66 11.66	39.34 Basic NCWA-IV 40.19 Basic NCWA-IV 40.19 Basic NCWA-IV 41.04 Basic NCWA-IV
27.	Shri Ramakant Ram/ Sudarsan Ram	Helper	Sep. 87 1988 1989 1990	105 + 420 Hrs 340 + 1360 Hrs 320 330	11.66 11.66	39.34 Basic NCWA-IV 40.19 Basic NCWA-IV 40.19 Basic NCWA-IV 41.04 Basic NCWA-IV
28.	Shri Krishna Ram Sahu/ Hrudayalal Sahu	Helper	Dec. 86 1987 1988 1989 1990	28 + 112 Hrs 334 + 1336 Hrs 353 + 1412 Hrs 320 310	11.66 11.66 11.66	50.72 40.19 Basic NCWA-IV 40.19 Basic NCWA-IV 41.04 Basic NCWA-IV 41.89 Basic NCWA-IV
29.	Shri Satyendra Narayan Mishra / Nageshwar Mishra	Welder	Aug. 87 1988 1989 1990	120 + 480 Hrs 320 + 1280 Hrs 360 + 1440 Hrs 340 + 1360 Hrs	28.00 28.00 28.00 28.00	42.18 Basic NCWA-IV 43.50 Basic NCWA-IV 43.50 Basic NCWA-IV 44.82 Basic NCWA-IV
30.	Shri Govind Singh/ Amar Singh	Driver	Sep 87 1988 1989 1990	90 + 360 Hrs 340 + 1360 Hrs 315 330	30.00 30.00	44.50 Basic NCWA-IV 46.12 Basic NCWA-IV 46.12 Basic NCWA-IV 47.74 Basic NCWA-IV
31.	Shri Sailendra Kumar Singh/ Haridwar Singh	Driver	Feb. 87 1988 1989 1990	318 + 1272 Hrs 360 + 1440 Hrs 340 330	30.00 30.00	44.50 Basic NCWA-IV 46.12 Basic NCWA-IV 46.12 Basic NCWA-IV 47.74 Basic NCWA-IV
32.	Shri Ravi Das/ Mantosh Das	Helper	Feb. 87 1988 1989 1990	315 + 1260 Hrs 320 330 315	11.66	39.34 Basic NCWA-IV 40.19 Basic NCWA-IV 40.19 Basic NCWA-IV 41.04 Basic NCWA-IV
33.	Shri. Shankar Dixit/ Chimni Maharaj	Electrician	May 87 1988 1989 1990	205 + 820 Hrs 320 330 350	26.66	42.18 Basic NCWA-IV 43.50 Basic NCWA-IV 43.50 Basic NCWA-IV 44.82 Basic NCWA-IV
34.	Shri Kishorelal Anandram	Driver	Apr. 87 1988 1989 1990	249 + 996 Hrs 324 + 1296 Hrs 320 330	30.00 30.00	44.50 Basic NCWA-IV 46.12 Basic NCWA-IV 46.12 Basic NCWA-IV 47.74 Basic NCWA-IV
35.	Shri Rankumar Verma/ Ramkuber Verma	Driver	July. 87 1988 1989 1990	150 + 600 Hrs 330 + 1320 Hrs 360 335	30.00 30.00	44.50 Basic NCWA-IV 46.12 Basic NCWA-IV 46.12 Basic NCWA-IV 47.74 Basic NCWA-IV
36.	Shri Laxman Gupta/ Balkrishna Gupta	Driver	July 87 1988 1989 1990	145 + 580 Hrs 360 + 1440 Hrs 340 345	30.00 30.00	44.50 Basic NCWA-IV 46.12 Basic NCWA-IV 46.12 Basic NCWA-IV 47.74 Basic NCWA-IV

1	2	3	4	5	6	7
37.	Shri Dhanesh Kumar/ Mahadev Prasad	Helper	Mar. 87 1988 1989 1990	245 + 980 Hrs 360 + 1440 Hrs 340 + 330	11.66 11.66	39.34 Basic NCWA-IV 40.19 Basic NCWA-IV 40.19 Basic NCWA-IV 41.04 Basic NCWA-IV
38.	Shri Jairam Bhuiya/ Uday Bhuiya	Driver	June 86 1987 1988 1989 1990	205 + 820 Hrs 317 + 1260 Hrs 330 + 1320 Hrs 320 + 1280 Hrs 360 + 1440 Hrs	30.00 30.00 30.00 30.00 30.00	55.63 46.12 Basic NCWA-IV 46.12 Basic NCWA-IV 47.74 Basic NCWA-IV 49.36 Basic NCWA-IV
39.	Shri Chandrika Pandey/ Ramakant Pandey	Driver	July 87 1988 1989 1990	191 + 764 Hrs 333 + 1332 Hrs 320 330	30.00 30.00	44.50 Basic NCWA-IV 46.12 Basic NCWA-IV 46.12 Basic NCWA-IV 47.74 Basic NCWA-IV
40.	Shri Satish Kumar/ Bagediya/Rameshwar Das	Driver	Aug. 86 1987 1988 1989 1990	140 + 560 Hrs 360 + 1440 Hrs 361 + 1444 Hrs 360 + 340 +	30.00 30.00 30.00	55.63 46.12 Basic NCWA-IV 46.12 Basic NCWA-IV 47.74 Basic NCWA-IV 49.36 Basic NCWA-IV
41.	Shri Baliram Dubey/ Parimdev Dubey	Driver	Dec. 86 1987 1988 1989 1990	28 + 112 Hrs 360 + 1440 Hrs 315 + 1260 Hrs 345 + 355 +	30.00 30.00 30.00	55.63 46.12 Basic NCWA-IV 46.12 Basic NCWA-IV 47.74 Basic NCWA-IV 49.36 Basic NCWA-IV
42.	Shri Paskal Minj/ Refal Minj	Helper	Dec. 86 1987 1988 1989 1990	30 + 120 Hrs 338 + 1352 Hrs 347 + 1388 Hrs 360 + 1440 Hrs 320 + 1280 Hrs	11.66 11.66 11.66 11.66 11.66	50.72 40.19 Basic NCWA-IV 40.19 Basic NCWA-IV 41.04 Basic NCWA-IV 41.89 Basic NCWA-IV
43.	Shri Nowal Ekka/Alhad EKKA	Welder	Mar. 87 1988 1989 1990	288 + 1152 Hrs 350 + 1400 Hrs 320 + 310 +	15.00 15.00	42.18 Basic NCWA-IV 43.50 Basic NCWA-IV 43.50 Basic NCWA-IV 44.82 Basic NCWA-IV
44.	Shri Vijay Singh/ Kutar Pal Singh	Driver	June. 86 1987 1988 1989 1990	153 + 612 Hrs 360 + 1440 Hrs 320 + 340 + 352 +	30.00 30.00	55.63 46.12 Basic NCWA-IV 46.12 Basic NCWA-IV 47.74 Basic NCWA-IV 49.36 Basic NCWA-IV
45.	Shri Rambir Singh/ Vijay Singh	Helper	Aug. 86 1987 1988 1989 1990	140 + 560 Hrs 360 + 1440 Hrs 330 + 320 + 315 +	11.66 11.66	50.72 Basic NCWA-IV 40.19 Basic NCWA-IV 40.19 Basic NCWA-IV 41.04 Basic NCWA-IV 41.89 Basic NCWA-IV
46.	Shri Ram Param Singh/ Vijay Singh	Helper	Aug. 86 1987 1988 1989 1990	135 + 540 Hrs 360 + 1440 Hrs 320 + 360 + 352 +	11.66 11.66	50.72 40.19 Basic NCWA-IV 40.19 Basic NCWA-IV 41.04 Basic NCWA-IV 41.89 Basic NCWA-IV
47.	Shri Bipracharan Bhuiya/ Govind Bhuiya	Driver	Aug. 86 1987 1988 1989 1990	135 + 540 Hrs 360 + 1440 Hrs 360 + 340 + 310 +	11.66 11.66	50.72 40.19 Basic NCWA-IV 40.19 Basic NCWA-IV 41.04 Basic NCWA-IV 41.89 Basic NCWA-IV

1	2	3	4	5	6	7
48.	Shri Siyaram/ Bhurgat Singh	Driver	Nov. 86 1987 1988 1989 1990	40 + 160 Hrs 360 + 1440 Hrs 340 + 320 + 335 +	30.00 30.00	55.63 46.12 Basic NCWA-IV 46.12 Basic NCWA-IV 47.74 Basic NCWA-IV 49.36 Basic NCWA-IV
49.	Shri Sitaram Chandra/ Teekaram	Driver	July. 87 1988 1989 1990	180 + 720 Hrs 345 + 1380 Hrs 355 + 320 +	30.00 30.00	44.50 Basic NCWA-IV 46.12 Basic NCWA-IV 46.12 Basic NCWA-IV 47.74 Basic NCWA-IV
50.	Shri Ram Badai Chauhan/ Mohan Chauhan	Driver	July. 87 1988 1989 1990	185 + 740 Hrs 290 + 1160 Hrs 340 + 355 +	30.00 30.00	44.50 Basic NCWA-IV 46.12 Basic NCWA-IV 46.12 Basic NCWA-IV 47.74 Basic NCWA-IV
51.	Shri Ashok Kumar Verma/ Sivnath Verma	Clerk	June 87 1988 1989 1990	195 + 780 Hrs 360 + 1440 Hrs 330 + 1320 Hrs 345 + 1380 Hrs	30.00 30.00 30.00 30.00	47.70 Basic NCWA-IV 49.82 Basic NCWA-IV 51.94 Basic NCWA-IV 51.94 Basic NCWA-IV
52.	Shri Hari Singh/ Hukum Singh	Driver	Aug. 86 1987 1988 1989 1990	192 + 768 Hrs 350 + 1400 Hrs 320 + 1280 Hrs 355 + 320 +	30.00 30.00 30.00	55.63 46.12 Basic NCWA-IV 46.12 Basic NCWA-IV 47.74 Basic NCWA-IV 49.36 Basic NCWA-IV
53.	Shri Devnath Lahare/ Puri Ram Lahare	Clerk	May 87 1988 1989 1990	240 + 960 Hrs 360 + 1440 Hrs 320 + 1280 Hrs 340 + 1360 Hrs	30.00 30.00 30.00 30.00	47.70 Basic NCWA-IV 49.82 Basic NCWA-IV 51.94 Basic NCWA-IV 51.94 Basic NCWA-IV
54.	Shri Ashok Kumar/ Shri. Leeldhari	Driver	March 87 1988 1989 1990	252 + 1008 Hrs 360 + 1440 Hrs 340 + 330 +	30.00 30.00	44.50 Basic NCWA-IV 46.12 Basic NCWA-IV 46.12 Basic NCWA-IV 47.74 Basic NCWA-IV
55.	Shri Ghanashyam Singh/ Ranjeet Singh	Driver	March 87 1988 1989 1990	254 + 1016 Hrs 338 + 1352 Hrs 320 + 360 +	30.00 30.00	44.50 Basic NCWA-IV 46.12 Basic NCWA-IV 46.12 Basic NCWA-IV 47.74 Basic NCWA-IV
56.	Shri Gum Bahadur/ Dal Bahadur	Fitter	June. 86 1987 1988 1989 1990	175 + 700 Hrs 360 + 1440 Hrs 320 + 1280 Hrs 340 + 1360 Hrs 310 + 1240 Hrs	30.00 30.00 30.00 30.00 30.00	53.46 43.50 Basic NCWA-IV 43.50 Basic NCWA-IV 44.82 Basic NCWA-IV 46.14 Basic NCWA-IV
57.	Shri Yacub Toppo/	Helper	June 87 1988 1989 1990	152 + 608 Hrs 321 + 1284 Hrs 340 + 1360 Hrs 350 + 1400 Hrs	11.66 11.66 11.66 11.66	39.34 Basic NCWA-IV 40.19 Basic NCWA-IV 40.19 Basic NCWA-IV 41.04 Basic NCWA-IV
58.	Shri Munna Kumar/ Ram Chand	Helper	Oct. 87 1988 1989 1990	48 + 192 Hrs 331 + 1324 Hrs 355 + 320 +	11.66 11.66	39.34 Basic NCWA-IV 40.19 Basic NCWA-IV 40.19 Basic NCWA-IV 41.04 Basic NCWA-IV
59.	Shri Yogendra Paswan/ Mahajar	Helper	Oct. 87 1988 1989 1990	69 + 276 300 + 1200 Hrs 340 + 354 +	11.66 11.66	39.34 Basic NCWA-IV 40.19 Basic NCWA-IV 40.19 Basic NCWA-IV 41.04 Basic NCWA-IV

ANNEXURE TO ARBITRATION AWARD

M/s. Ex.-Military Enterprises Private Limited

Sr. No.	Name & Father's Name	Designation	Attendance Yearwise		Amount paid per day Rs. Ps.	Amount as per NCWA-III/ IV per day Rs. Ps.
			Year	Atten. + OT		
1	2	3	4	5	5	6
1.	Bhagirati Yadav/ Pahari Yadav	Mech/ Driver	1984	182 + 800 hrs.	15.00	59.98 Basic as per NCWA-VI
			1985	357 + 1428 hrs.	15.00	61.49 -do-
			1986	354 + 1562 hrs.	20.00	63.00 -do-
			1987	309 + 1306 hrs.	25.00	51.94 Basic as per NCWA-IV
			1988	346 + 1384 hrs.	25.00	54.06 -do-
			1989 upto April	78 + 312 hrs.	25.00	54.06 -do-
2.	Ram Pravesh Sharma/ Sri Kuldeep Sharma	Head Mech.	Feb. 1984	311 + 1244 hrs.	33.00	59.98 Basic as per NCWA-VI
			1985	365 + 1324 hrs.	33.00	61.49 -do-
			1986	357 + 1428 hrs.	33.00	63.00 -do-
			1987	307 + 1332 hrs.	33.00	51.94 Basic as per NCWA-IV
			1988	310 +	—	54.06 -do-
			1989 upto April	78 +	—	54.06 -do-
3.	Sudarsan Ram/ Bansropan	Mech.	April 1984	256 + 1024 hrs.	20.00	53.46 Basic as per NCWA-IV
			1985	351 + 1404 hrs.	20.00	54.36 -do-
			1986	309 + 1256 hrs.	20.00	55.25 -do-
			1987	331 + 1324 hrs.	20.00	44.82 Basic as per NCWA-IV
			1988	289 +	20.00	46.14 -do-
			1989 upto April	78 +	20.00	46.14 -do-
4.	Ram Chand/ Sri Ram Lakhan	Mech./ Welder	April 1985	250 + 1000 hrs.	20.00	53.46 Basic as per NCWA-IV
			1986	334 + 1002 hrs.	20.00	54.36 -do-
			1987	231 + 924 hrs.	20.00	43.50 Basic as per NCWA-IV
			1988	286 +	—	44.82 -do-
			1989 upto April	78 +	—	46.14 -do-
5.	Ravi Narayan/ Bhajoram Mahapathrow	Driver	Sept. 1985	125 + 500 hrs.	27.00	55.63 Basic as per NCWA-V
			1986	349 + 1396 hrs.	27.00	57.52 -do-
			1987	313 + 1252 hrs.	27.00	46.12 Basic as per NCWA-IV
			1988	310 + 1240 hrs.	27.00	47.74 -do-
			1989 upto April	78 + 312 hrs.	27.00	49.36 -do-
6.	Satrugan Ray/ Dhaneshwar Ray	Driver	Feb. 1984	309 + 1236 hrs.	30.00	55.63 Basic as per NCWA-V
			1985	354 + 1408 hrs.	30.00	57.52 -do-
			1986	356 + 1424 hrs.	30.00	58.64 -do-
			1987	311 + 1244 hrs.	30.00	47.74 Basic as per NCWA-IV
			1988	306 + 1224 hrs.	30.00	49.36 -do-
			1989 upto April	78 + 312 hrs.	30.00	49.36 -do-

1	2	3	4	5	5	6
7.	Mohan Lal/ Chandan Singh	Driver	Jan. 1986 1987 1988 1989 upto April	349 + 1396 hrs. 320 + 1280 hrs. 331 + 1324 hrs. 78 + 312 hrs.	30.00 30.00 30.00 30.00	55.63 Basic as per NCWA-V 46.12 Basic as per NCWA-IV 46.12 -do- 47.74 -do-
8.	Raja Ram/ Sadh Ram	Driver	Feb. 1986 1987 1988 1989 upto April	194 + 776 hrs. 327 + 1308 hrs. 306 + 1224 hrs. 78 + 312 hrs.	30.00 30.00 30.00 30.00	55.63 Basic as per NCWA-V 46.12 Basic as per NCWA-IV 46.12 -do- 47.74 -do-
9.	Firat Ram/ Maya Ram	Driver	Feb. 1986 1987 1988 1989 upto April	297 + 1224 hrs. 330 + 1276 hrs. 319 + 1272 hrs. 78 + 312 hrs.	30.00 30.00 30.00 30.00	55.63 Basic as per NCWA-V 46.12 Basic as per NCWA-IV 46.12 -do- 47.74 -do-
10.	Itwar Das/ Mangal Das	Driver	Jan. 1986 1987 1988 1989 upto April.	356 + 1424 hrs. 304 + 1216 hrs. 300 + 1200 hrs. 78	30.00 30.00 30.00 30.00	55.63 Basic as per NCWA-V 46.12 Basic as per NCWA-IV 46.12 -do- 47.74 -do-
11.	Bhukhan Ram/ Sri Chait Ram.	Driver	Feb. 1984 1985 1986 1987 1988 1989 upto April	311 + 1224 hrs. 354 + 1416 hrs. 353 + 1412 hrs. 323 + 1292 hrs. 310 + 1244 hrs. 78 + 312 hrs.	30.00 30.00 30.00 30.00 30.00 30.00	55.63 57.52 58.64 47.74 Basic as per NCWA-IV 49.36 -do- 49.36 -do-
12.	Bharat Lal/ Ajit Sahu	Driver	Feb. 1984 1985 1986 1987 upto July. 1988 1989 upto April	261 + 1084 hrs. 357 + 1428 hrs. 356 + 1428 hrs. 234 + 326 78	30.00 30.00 30.00 30.00 30.00 30.00	55.63 Basic as per NCWA-V 57.52 58.64 47.74 Basic as per NCWA-IV. 49.36 -do- 49.36 -do-
13.	Satisan/ Ganapati	Driver	April 1984 1985 1986 1987 1988 1989 upto April.	235 + 940 hrs. 240 + 960 hrs. 317 + 1268 hrs. 304 + 1216 hrs. 346 + 1284 hrs. 78 + 312 hrs.	30.00 30.00 30.00 30.00 30.00 30.00	55.63 Basic as per NCWA-V 57.52 58.64 47.74 Basic as per NCWA-IV 49.36 -do- 49.36 -do-
14.	Pardeshi/ Budaga	Driver	Jan. 1986 1987 1988 1989 upto April	324 + 1296 hrs. 320 + 1280 hrs. 306 + 1224 hrs. 78 + 312 hrs.	30.00 30.00 30.00 30.00	55.63 Basic as per NCWA-V 46.12 Basic as per NCWA-IV 46.12 -do- 47.74 -do-

1	2	3	4	5	6
15.	Sadhoo Ram/ Nar Singh	Driver	Feb. 1986 1987 1988 1989 upto April	304+1216 hrs 320 + 1280 hrs 280 78	30.00 30.00 30.00
					55.63 46.12 Basic as per NCWA-IV 46.12 -do- 47.74 -do-
16.	Kamalesh Patel/ Sri Sundar Patel	Driver	March 1986 1987 1988 1989 upto April	280+1220 hrs 320 + 1280 hrs 322 + 1288 hrs 78	30.00 30.00 30.00 30.00
					55.63 46.12 Basic as per NCWA-IV 46.12 -do- 47.74 -do-
17.	Vishal Sahu/ Sri Dharam	Driver	March 1986 1987 1988 1989 upto April	270+1080 hrs 322 + 1388 hrs 310+ 1240 hrs 78 + 312 hrs	30.00 30.00 30.00 30.00
					55.63 46.12 Basic as per NCWA-IV 46.12 -do- 47.74 -do-
18.	Baburva Ram/ Ram Singh	Driver	Nov. 1986 1987 1988 1989 upto April	53 + 212 hrs 348 + 1392 hrs 306 + 1224 hrs 78 + 312	30.00 30.00 30.00 30.00
					55.63 46.12 Basic as per NCWA-IV 46.12 -do- 47.74 -do-
19.	Bhagirathi Prasad/ Sri Ratan	Driver	Jan. 1986 1987 1988 1989 upto April	347+1388 hrs 330 + 1320 hrs 303 + 78	30.00 30.00 30.00 30.00
					55.63 46.12 Basic as per NCWA-IV 46.12 -do- 47.74 -do-
20.	Roop Singh/ Sri Diwan Singh	Driver	Jan. 1986 1987 1988 1989 upto April	348+1392 hrs 287 + 1148 hrs 314+ 1256 hrs 78	30.00 30.00 30.00 30.00
					55.63 46.12 Basic as per NCWA-IV 46.12 -do- 47.74 -do-
21.	Gopala Krishna Pillai/ Ramayan Pillai	Driver	Aug. 1984 1985 1986 1987 1988 1989 upto April	16+118 hrs 365 + 1460 hrs 316 + 1264 hrs 303 + 1212 hr. 310 + 1240 hrs 78 + 312 hrs	30.00 30.00 30.00 30.00 30.00 30.00
					55.63 57.12 58.64 47.74 Basic as per NCWA-IV 49.36 -do- 49.36 -do-
22.	Sher Sing/ Sri Sanman Singh	Driver	Jan. 1985 1986 1987 1988 1989 upto April	365+1460 hrs 340 + 1360 hrs 303 + 1212 hrs 310+ 78	30.00 30.00 30.00 30.00 30.00
					55.63 57.12 46.12 Basic as per NCWA-IV 47.74 -do- 47.36 -do-
23.	Rameshwar Singh/ Hari Charan	Driver	Jan 1987 1988 1989 upto April	320+1260 hrs 335 + 78	30.00 30.00
					44.50 Basic as per NCWA-IV 46.12 do- 46.12 -do-

1	2	3	4	5	6
24.	D. J. Singh/ Bhagat Singh	Driver	May 1984 204 + 816 hrs 1985 310 + 1240 hrs 1986 320 + 1280 hrs 1987 315 + 1260 hrs 1988 300 + 1989 upto 78 April	30.00 30.00 30.00 30.00 	55.63 57.52 58.64 47.74 Basic as per NCWA-IV 49.36 -do- 49.36 -do-
25.	Kuwar Singh/ Jeswant Singh	Helper	Sept. 1986 80 + 320 hrs 1987 265 + 1060 hrs 1988 316 1989 upto 78 April	10.00 10.00 	50.72 40.19 Basic as per NCWA-IV 40.19 -do- 41.04 -do-
26.	Sobnath/ Chabalooram	Helper	Aug. 1984 130 + 520 hrs 1985 340 + 1360 hrs 1986 335 + 1340 hrs 1987 210 + 840 hrs 1988 311 1989 upto 78 April	15.00 15.00 15.00 15.00 	50.72 51.32 51.91 41.64 Basic as per NCWA-IV 41.69 -do- 41.89 -do-
27.	Govind Das Mahant/ Lohar Das	Welder	Jan. 1986 345 + 1380 hrs 1987 320 + 1280 hrs 1988 315 hrs 1989 upto 78 April	17.00 17.00 	53.46 43.50 Basic as per NCWA-IV 43.50 -do- 44.82 -do-
28.	Raju Soni/Rama Soni	Mech. Helper	July 1986 145 + 580 hrs 1987 303 + 1212 hrs 1988 310 + 1240 hrs 1989 upto 78 + 312 hrs April	10.00 10.00 10.00 10.00 	50.72 40.19 Basic as per NCWA-IV 40.19 -do- 41.04 -do-
29.	Jawahar Pandit/ Ramfool Pandit	Mech. Helper	June 1986 175 + 700 hrs 1987 345 + 1380 hrs 1988 315 + 1260 hrs 1989 upto 78 + 312 hrs April	10.00 10.00 10.00 10.00 	50.72 40.19 Basic as per NCWA-IV 40.19 -do- 41.04 -do-
30.	Pappu Singh/ Rameshwar Singh	Helper	Jan. 1986 324 + 1312 hrs 1987 351 + 1340 hrs 1988 332 + 1328 hrs 1989 upto 78 + 312 hrs April	10.00 10.00 10.00 10.00 	50.72 40.19 Basic as per NCWA-IV 40.19 -do- 41.02 -do-
31.	Haridayal Ray/ Ramlagan Ray	Helper	Aug. 1984 120 + 480 hrs 1985 342 + 1368 hrs 1986 359 + 1436 hrs 1987 323 + 1292 hrs 1988 306 1989 upto 78 April	10.00 10.00 10.00 10.00 	50.72 51.32 51.91 41.04 Basic as per NCWA-IV 41.89 -do- 41.89 -do-
32.	Ranjit Nag/ Jaikishan Nag	Helper	Sept. 1986 85 + 340 hrs 1987 340 + 1360 hrs 1988 355 + 1420 hrs 1989 upto 78 + 312 hrs April	10.00 10.00 10.00 10.00 	50.72 40.19 Basic as per NCWA-IV 40.19 -do- 41.04 -do-

1	2	3	4	5	6	7
33.	Deepak Kumar Naik/ Poorna Chandra	Auto Electrician	Nov. 1986 1987 1988 1989 upto April.	38 + 152 hrs. 336 + 1344 hrs. 314 + 1256 hrs. 78	27.00 27.00 27.00	53.46 43.50 Basic as per NCWA-IV. 43.50 -do- 43.50 -do-
34.	Mahendra Prasad/ Gudari Paswan	Helper	Mar. 1987 1988 1989 upto April.	270 + 1080 hrs. 351 + 1404 hrs.	10.00 10.00	39.34 Basic as per NCWA-IV 40.19 -do- 40.19 -do-
35.	Narendra Chaubey/ Radheshyam Chaubey	Helper	Aug. 1986 1987 1988 1989 upto April.	149 + 596 hrs. 315 + 1260 hrs. 306 + 1224 hrs. 78 + 312 hrs.	10.00 10.00 10.00 10.00	50.72 40.19 Basic as per NCWA-IV 40.19 -do- 41.04 -do-
36.	Shivraj Singh Bora/ Pan Singh Bora	Auto Electrician	July 1984 1985 1986 1987 1988 1989 upto April.	172 + 1688 hrs. 361 + 1444 hrs. 363 + 1452 hrs. 364 + 1456 hrs. 359 + 1436 hrs. 78 + 312 hrs.	27.00 27.00 27.00 27.00 27.00 27.00	53.46 54.36 55.25 44.82 Basic as per NCWA-IV. 46.14 -do- 46.14 -do-
37.	Vijendra Singh/ Sher Singh	Helper	March. 1987 1988 1989 upto April.	265 + 1060 hrs 307 + 78 +	10.00 40.19 10.00	39.34 Basic as per NCWA-IV. 40.19 -do- 40.19 -do-
38.	Umashankar Singh/ Phoot Dev Singh	Helper	Jan. 1987 1988 1989 upto April.	344 + 1376 hrs. 306 + 1224 hrs. 38 + 312 hrs.	10.00 10.00 10.00	39.34 Basic as per NCWA-IV. 40.19 -do- 40.19 -do-
39.	Devi Pd. Sahu/ Ramkrishna	Helper	Aug. 1985 1986 1987 1988 1989 upto April.	142 + 568 hrs. 364 + 1456 hrs. 303 + 1212 hrs. 307 + 1228 hrs. 78 + 312 hrs.	10.00 10.00 10.00 10.00 10.00	50.72 51.32 40.19 Basic as per NCWA-IV. 41.04 -do- 41.89 -do-
40.	Jaipal Singh/ Tilak Singh	Helper	Feb. 1985 1986 1987 1988 1989 upto April.	272 + 1088 hrs. 342 + 1368 hrs. 360 + 1440 hrs. 307 + 1228 hrs. 78 +	10.00 10.00 10.00 10.00 10.00	50.72 51.32 40.19 Basic as per NCWA-IV. 41.04 -do- 41.89 -do-
41.	Hari Moha/ Shiv Nandan	Welder	July 1986 1987 1988 1989 upto April	198 + 792 hrs. 266 + 1068 hrs. 296 + 1184 hrs. 78 + 312 hrs.	13.00 13.00 13.00 13.00	53.46 43.50 Basic as per NCWA-IV. 43.50 -do- 44.82 -do-

1	2	3	4	5	6	7
42.	Dilip Kumar/ Ram Nihaur	Helper	Oct. 1985 1986 1987 1988 1989 upto April.	72 + 288 hrs. 346 + 1384 hrs. 360 + 360 + 78 + 312 hrs.	10.00 10.00 10.00 10.00	50.72 51.32 40.19 Basic as per NCWA-IV. 41.04 -do- 41.89 -do-
43.	Ray Singh/ Kalyan Singh.	Driver	Nov. 1985 1986 1987 May	50 + 200 hrs. 360 + 1440 hrs. 140 + 560 hrs.	30.00 30.00 30.00	55.63 57.52 46.12 Basic as per NCWA-IV.
44.	Mohanan/ Shivnandanan	Helper	Nov. 1986 1987 1988 1989 upto April	40 + 160 hrs. 340 + 1360 hrs. 360 + 1360 hrs. 78 + 312	10.00 10.00 10.00 10.00	50.72 40.19 Basic as per NCWA-IV. 40.19 -do- 41.04 -do-
45.	Santosh Kumar/ Motilal	Driver	Feb. 1984 1985 1986 1987 1988 1989 upto April.	298 + 1192 hrs. 348 + 1392 hrs. 360 + 1440 hrs. 360 + 328 + 1312 hrs. 78	30.00 30.00 30.00 30.00 30.00	55.63 57.52 58.64 47.74 Basic as per NCWA-IV. 49.36 -do- 49.36 -do-
46.	Narmada Patel/ Malik Ram	Driver	Jan. 1987 1988 1989 upto April.	340 + 1360 hrs. 300 + 78	30.00 30.00	44.50 Basic as per NCWA-IV. 46.12 -do- 46.12 -do-
47.	Salim Khan/ Alim Khan	Driver	Jan. 1985 1986 1987 1988 1989 upto April.	363 + 1452 hrs. 364 + 1456 hrs. 263 + 1052 hrs. 311 + 78	30.00 30.00 30.00 30.00 30.00	55.63 57.52 46.12 Basic as per NCWA-IV. 47.74 -do- 49.36 -do-
48.	Hasarat Mullah/ Shek Abdul	Helper	Nov. 1986 1987 1988 1989 upto April.	50 + 200 hrs. 340 + 1360 hrs. 292 + 78 +	10.00 10.00 10.00 10.00	50.72 40.19 Basic as per NCWA-IV. 40.19 -do- 41.04 -do-
49.	Madan Lal / Om Prakash	Helper	Feb. 1985 1986 1987 1988 1989 upto April.	306 + 1224 hrs. 360 + 1440 hrs. 328 360 78 + 312 hrs.	10.00 10.00 10.00 10.00	50.72 51.32 40.19 Basic as per NCWA-IV. 41.04 -do- 41.89 -do-
50.	Narendra Vastrakar/ Nohar Sai.	Auto Electrician	April 1984 1985 1986 upto April.	210 + 840 hrs. 360 + 1440 hrs. 136 + 544 hrs.	20.00 20.00 20.00	53.46 54.36 55.25

ANNEXURE "C"

ANNEXURE TO ARBITRATION AWARD

M/s. Kaytin Transport Private Limited

Sr. No.	Name & Father's Name	Designation	Attendance Year Wise		Amount Paid per day Rs. Ps.	Amount as per NCWA-III/IV per day Rs. Ps.
			Year	Atten + OT		
1	2	3	4	5	6	7
1.	Shri Vidhya Singh/ Shiv Poojan Singh	Head Mistry	July 83 1984 1985 1986 1987 upto June 1988 upto Nov.	178 + 712 hrs 365 + 1460 hrs 360 + 1440 hrs 365 + 1460 hrs 363 + 299 +	33.00 33.00 33.00 33.00 33.00	59.98 61.49 63.00 64.51 54.06 Basic NCWA-IV 54.06 Basic NCWA-IV
2.	Shri Shankar Singh/ Kashi Singh	Mistry Driver	Feb. 84 1985 1986 1987 upto June 1988 upto Aug.	305 + 1220 hrs 331 + 1324 hrs 336 + 1344 hrs 346 + 258 +	27.00 27.00 27.00 27.00	55.63 57.52 58.64 47.74 Basic NCWA-IV 49.36 Basic NCWA-IV
3.	Shri. Moein/ MD. Hassan	Driver	Feb. 85 1986 1987 upto June 1988 upto Aug.	310 + 1240 hrs. 344 + 1376 hrs. 349 + 210 +	27.00 27.00 27.00	55.63 57.52 46.12 Basic NCWA-IV 47.74 Basic NCWA-IV
4.	Shri Chandra Shekhar Patel/ Munna Lal	Driver	Jan. 85 1986 1987 1988 upto Aug.	345 + 1380 hrs 309 + 1236 hrs 339 + 1356 hrs 195 + 780 hrs	27.00 27.00 27.00 27.00	55.63 57.52 46.12 Basic NCWA-IV 47.74 Basic NCWA-IV
5.	Shri Amarendra Kumar Jha/ Satrugan Jha	Driver	Jan. 86 1987 upto June 1988	320 + 1280 hrs 342 + 205 +	27.00 27.00	55.63 46.12 Basic NCWA-IV 46.12 Basic NCWA-IV
6.	Shri Shyam Dev Sharma/ Aganu Sharma	Driver	June. 86 1987 upto June 1988 upto Aug.	187 + 748 hrs. 345 + 210 +	27.00 27.00	55.63 46.12 Basic NCWA-IV 46.12 Basic NCWA-IV
7.	Shri. Pradeep Kumar/ Vanembar	Driver	Feb 86 1987 1988 upto Aug.	306 + 1224 hrs 362 + 1448 hrs 204	27.00 27.00	55.63 46.12 Basic NCWA-IV 46.12 Basic NCWA-IV
8.	Shri. Jairam/ Fekoo Ram	Driver	Feb. 86 1987 upto June. 1988 upto Aug.	299 + 1196 hrs 349 + 210 +	27.00 27.00	55.63 46.12 Basic NCWA-IV 46.12 Basic NCWA-IV
9.	Shri. Nawalesh Sharma/ Kameshwar Sharma	Mistry	June. 86 1987 1988 upto Aug.	180 + 720 hrs 358 + 1432 hrs 195 + 788 hrs	30.00 30.00 30.00	59.98 49.82 Basic NCWA-IV 51.94 Basic NCWA-IV

1	2	3	4	5	6	7
10.	Shri Ram Swaroop Singh/ Shiv Poojan Singh	Driver	Mar. 84 1985 1986 1987 upto June 1988 upto Aug.	268 + 1072 hrs 358 + 1404 hrs 345 + 1380 hrs 348 + 210 +	33.00 33.00 33.00 33.00	55.63 57.52 58.64 47.74 Basic NCWA-IV 49.36 Basic NCWA-IV
11.	Shri. Ray Singh/ Kalyan Singh	Driver	May 87 1988 upto Aug.	180 + 720 hrs 210 + 840 hrs	27.00 27.00	44.50 Basic NCWA-IV 46.12 Basic NCWA-IV
12.	Shri. Mehman Ram/ Lohara Ram	Driver	May. 87 1988 upto Aug.	204 + 816 hrs 210 + 840 hrs	27.00 27.00	44.50 Basic NCWA-IV 46.12 Basic NCWA-IV
13.	Shri. Harsh Kumar/ Raj Kumar	Driver	March 86 1987 1988 upto Aug.	245 + 980 hrs 320 + 1280 hrs 210 + 840 hrs	27.00 27.00 27.00	55.63 46.12 Basic NCWA-IV 46.12 Basic NCWA-IV
14.	Shri Ravendra	Driver	Dec. 86 1987 1988 upto Aug.	3 + 12 hrs 330 + 1320 hrs 215 + 860 hrs	27.00 27.00 27.00	55.63 46.12 Basic NCWA-IV 46.12 Basic NCWA-IV
15.	Shri Vijayan	Driver	Mar. 86 1987 1988 upto Aug.	260 + 1040 hrs 330 + 1320 hrs 205 + 820 hrs	27.00 27.00 27.00	55.63 46.12 Basic NCWA-IV 46.12 Basic NCWA-IV
16.	Shri. Tulsi Prasad/ Dhwaja Ram	Helper	Jun. 86 1987 upto June 1988 upto Aug.	194 + 776 hrs 333 + 220 +	8.00 8.00	50.72 40.19 Basic NCWA-IV 40.19 Basic NCWA-IV
17.	Shri. Baal Kishan/ Gorakram	Helper	Aug. 86 1987 1988 upto Aug.	120 + 480 hrs 344 + 1376 hrs 215 + 840 hrs	8.00 8.00 8.00	50.72 40.19 Basic NCWA-IV 40.19 Basic NCWA-IV
18.	Shri. Shyam Sundar/ Kashi Sunder	Helper	May 86 1987 upto June 1988 upto Aug.	205 + 820 hrs 362 + 205 +	8.00 8.00	50.72 40.19 Basic NCWA-IV 40.19 Basic NCWA-IV
19.	Shri. Ashok Kumar Singh/ Jamuna Singh	Helper	Jan. 87 1988 upto June	364 + 215 +	8.00	39.34 Basic NCWA-IV 40.19 Basic NCWA-IV
20.	Shri. Sukhdev/ Shree Ram Das	Helper	Aug. 86 1987 1988 upto Aug.	110 + 440 hrs 320 + 1280 hrs 230 + 920 hrs	8.00 8.00 8.00	50.72 40.19 Basic NCWA-IV 40.19 Basic NCWA-IV
21.	Shri. Nanaki Sahu/ Mehatar Sahu	Helper	Aug. 86 1987 1988	115 + 460 hrs 345 + 1380 hrs 205 + 820 hrs	8.00 8.00 8.00	50.72 40.19 Basic NCWA-IV 40.19 Basic NCWA-IV
22.	Shri Ram Ashish Dukhi Lal	Helper	Oct. 86 1987 1988 upto Aug.	65 + 260 hrs 360 + 1440 hrs 210 + 840 hrs	8.00 8.00 8.00	50.72 40.19 Basic NCWA-IV 40.19 Basic NCWA-IV
23.	Shri Satyadev Ramlakhan	Helper	Aug. 85 1986 1987 upto June 1988 upto Aug.	143 + 572 hrs 320 + 1280 hrs 338 + 220 +	8.00 8.00 8.00	50.72 51.32 40.19 Basic NCWA-IV 41.04 Basic NCWA-IV

1	2	3	4	5	5	6
24.	Shri. Gyan Singh/ Dadan Singh	Driver	Apr 83 1984 1985 1986 1987 upto June 1988 upto Aug.	267 + 1068 hrs 354 + 1416 hrs 358 + 1432 hrs 358 + 1432 hrs 349 + 205 +	33.00 33.00 33.00 33.00 33.00 33.00	55.63 57.52 58.64 59.76 49.36 Basic NCWA-IV 49.36 Basic NCWA-IV
25.	Shri. Daal Chand/ Varelal	Driver	Feb. 85 1986 1987 1988 upto Aug.	310 + 1240 hrs 360 + 1440 hrs 360 + 225 +	30.00 30.00 30.00 30.00	55.63 57.52 46.12 Basic NCWA-IV 47.74 Basic NCWA-IV
26.	Shri. Narendra Vastrkar/ Nohar Ram	Electrician	Apr. 86 1987 upto June 1988 upto Aug.	230 + 920 hrs 356+ 230 +	25.00 25.00 25.00	53.46 43.50 Basic NCWA-IV 43.50 Basic NCWA-IV
27.	Shri Vakeel Ram/ Mohan Ram	Helper	May. 85 1986 1987 upto June 1988 upto Aug.	190 + 760 hrs 320 + 1280 hrs 300 + 230 +	8.00 8.00 8.00 8.00	50.72 51.32 40.19 Basic NCWA-IV 41.04 Basic NCWA-IV
28.	Shri. Ghanashyam/ Kedar	Helper	May. 86 1987 upto June 1988 upto Aug.	225 + 900 hrs 330 + 215 +	8.00 8.00 8.00	50.72 40.19 Basic NCWA-IV 40.19 Basic NCWA-IV
29.	Md. Ameen/ Md. Hassan	Helper	Jun. 86 1987 1988 upto Aug.	175 + 700 hrs 300+ 215 +	8.00 8.00 8.00	50.72 40.19 Basic NCWA-IV 40.19 Basic NCWA-IV
30.	Shri. Midhilesh/ Manager Singh	Driver	Jun. 86 1987 1988 upto Aug.	327 + 1308 hrs 360+ 1440 hrs 230 + 320 hrs	30.00 30.00 30.00	55.63 46.12 Basic NCWA-IV 46.12 Basic NCWA-IV
31.	Shri Pyara Singh/ Sunder Singh	Driver	Nov. 85 1986 1987 upto June 1988 upto Aug.	40 + 160 hrs 345 + 1380 hrs 305 + 215 +	30.00 30.00 30.00 30.00	55.63 57.52 46.12 Basic NCWA-IV 47.74 Basic NCWA-IV
32.	Shri. Babu/ Komal	Driver	April 86 1987 1988 upto Aug.	230 + 920 hrs 365+ 1460 hrs 215 + 860 hrs	30.00 30.00 30.00	55.63 46.12 Basic NCWA-IV 46.12 Basic NCWA-IV
33.	Shri. Rajendra Parihar/ Shankar Singh	Driver	March 86 1987 1988 upto Aug.	265 + 1060 hrs 315+ 1260 hrs 215 + 860 hrs	30.00 30.00 30.00	55.63 46.12 Basic NCWA-IV 46.12 Basic NCWA-IV
34.	Shri Bhura Singh/ Jagmohan Singh	Driver	May 84 1985 1986 1987 1988 up to Aug.	210 + 840 hrs 335 + 1340 hrs 340 + 1360 hrs 310 + 1240 hrs 190 + 760 hrs	30.00 30.00 30.00 30.00 33.00	55.63 57.52 58.64 47.74 Basic NCWA-IV 49.36 Basic NCWA-IV

1	2	3	4	5	5	6
35.	Shri. Giri Bahadur/ Krishna Bahadur	Driver	March 86 1987 1988 upto Aug.	270 + 1080 hrs 325+ 1300 hrs 230 + 920 hrs	30.00 30.00 30.00	55.63 46.12 Basic NCWA-IV 46.12 Basic NCWA-IV
36.	Shri. Abdul/ Md. Ibrahim	Electrician	Apr. 86 1987 1988 upto Aug.	260 + 1040 hrs 330+ 1320 hrs 215 + 860 hrs	25.00 25.00 25.00	53.46 43.50 Basic NCWA-IV 43.50 Basic NCWA-IV
37.	Shri Ghasi Ram/	Driver	July. 86 1987 1988 upto Aug.	140 + 560 hrs 340+ 1360 hrs 215 + 860 hrs	30.00 30.00 30.00	55.63 46.12 Basic NCWA-IV 46.12 Basic NCWA-IV
38.	Shri. Lal Babu/ Shiv Prasad	Helper	Jan. 86 1987 1988 upto Aug.	320 + 1280 hrs 345+ 1380 hrs 230 + 920 hrs	8.00 8.00 8.00	50.72 hrs 40.19 Basic NCWA-IV 40.19 Basic NCWA-IV
39.	Shri. Gajadhar/ Yamin Das	Helper	Feb. 86 1987 1988 upto Aug.	320 + 1280 hrs 340+ 1360 hrs 215 + 860 hrs	8.00 8.00 8.00	50.72 hrs 40.19 Basic NCWA-IV 40.19 Basic NCWA-IV
40.	Shri. Ram Prasad/ Jailal	Helper	Mar. 86 1987 1988 upto Aug.	270 + 1080 hrs 340+ 1360 hrs 230 + 920 hrs	8.00 8.00 8.00	50.72 hrs 40.19 Basic NCWA-IV 40.19 Basic NCWA-IV
41.	Shri. Ram Poojan Tiwari/ Ram Kripal Tiwari	Helper	Mar. 86 1987 upto June 1988 upto Aug.	260 + 1040 hrs 360+ 210 +	8.00 8.00 8.00	50.72 hrs 40.19 Basic NCWA-IV 40.19 Basic NCWA-IV
42.	Shri. Rajendra Bahadur/ Khadak Bahadur	Helper	June. 86 1987 1988 upto Aug.	175 + 700 hrs 325+ 1300 hrs 210 + 840 hrs	8.00 8.00 8.00	50.72 hrs 40.19 Basic NCWA-IV 40.19 Basic NCWA-IV
43.	Shri. Devi Singh/ Kedar Bahadur	Helper	Feb. 86 1987 1988 upto Aug.	310 + 1240 hrs 340+ 1360 hrs 220 + 880 hrs	8.00 8.00 9.00	50.72 hrs 40.19 Basic NCWA-IV 40.19 Basic NCWA-IV
44.	Shri. Arun Kumar/ Motilal Sonkar	Helper	Jan. 86 1987 1988 upto Aug.	320 + 1280 hrs 360 + 210 +	8.00 8.00	50.72 hrs 40.19 Basic NCWA-IV 40.19 Basic NCWA-IV
45.	Shri. Oman Kuttan/ Rajkumar	Helper	Feb. 86 1987 1988 upto Aug.	310 + 1240 hrs 360+ 1440 hrs 210 + 840 hrs	8.00 8.00 8.00	50.72 hrs 40.19 Basic NCWA-IV 40.19 Basic NCWA-IV
46.	Shri. Ramesh Kumar/ Jumbal Salka	Mistry	Feb. 87	90 + 360 hrs	30.00	47.70 Basic NCWA-IV
47.	Shri. Kanti Gopal/ Kalapat	Helper	July. 87	140 + 560 hrs	8.00	39.34 Basic NCWA-IV
48.	Shri. Bhagat Singh/ Bhag Singh	Helper	Mar. 87	50 + 200 hrs	8.00	39.34 Basic NCWA-IV
49.	Shri. Bal Beer Singh/ Bhag Singh	Helper	July. 87	70 + 280 hrs	8.00	39.34 Basic NCWA-IV

नई दिल्ली, 13 जनवरी, 2005

का.आ. 481.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार देना बैंक के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय नं. 2, नई दिल्ली के पंचाट (संदर्भ संख्या 126/97) को प्रकाशित करती है, जो केन्द्रीय सरकार को 12-01-2005 को प्राप्त हुआ था।

[सं. एल-12012/348/96-आई.आर. (बी-II)]

सी. गंगाधरन, अवर सचिव

New Delhi, the 13th January, 2005

S.O. 481.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 126/97) of the Central Government Industrial Tribunal-cum-Labour Court, No. 2, New Delhi shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Dena Bank and their workman, which was received by the Central Government on 12-1-2005.

[No. L-12012/348/96-IR(B-II)]

C. GANGADHARAN, Under Secy.

ANNEXURE

BEFORE THE PRESIDING OFFICER: CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL: CUM-LABOUR COURT-II

RAJENDRA BHAWAN, GROUND FLOOR,
RAJENDRA PLACE, NEW DELHI

R.N. RAI, Presiding Officer

I. D. No. 126/97

IN THE MATTER OF:—

Sh. K.K. Gupta,
R/o 105, Krishna Apartments,
Plot No. 27, IP Estate, Delhi-110 092.

VERSUS

The General Manager,
Dena Bank, Keitron Chamber,
Arya Samaj Road, Karol Bagh,
New Delhi-110 005.

AWARD

The Ministry of Labour by its letter No. L-12012/348/96 IR-(B-II) CENTRAL GOVERNMENT DT. 29-8-1997 has referred the following point for adjudication.

The point runs as hereunder:—

“Whether the action of the management of Dena Bank in awarding the punishment of dismissal to Sh. K.K. Gupta, Clerk-cum-cashier without notice w.e.f. 29-10-94 is legal and justified? If not, what relief the said workman is entitled to.”

The claimant has filed statement of claim. In the statement of claim, it has been stated that the workman was employed with Dena Bank, BO Chawari Bazar, Delhi as clerk/cashier and his service conditions are governed by the provisions of Industry wise awards and bipartite settlements. On 16-2-94 the Regional Manager of Dena Bank issued orders placing him under suspension.

That the above order was passed and served upon him without affording him any opportunity of being heard. On the contrary under the threat of police action coupled with assurance of lenient administrative action authorities obtained from the workman some confessional statement and thereafter used them against him. All such confessions having been obtained under the threat and allurements cannot be deemed as confessions of free will and consent.

Thereafter the disciplinary authority got served upon him alleged charge sheet dated 26-2-94. Only a few days prior to the suspension of the workman, the bank had reinstated Sh. Sanjeev Chopra Chief Cashier Rajendra Place, New Delhi. The said Sh. Sanjeev Kumar was also charged with acts prejudicial to the interest of the bank leading to losses and was awarded the punishment of dismissal by the Disciplinary Authority. However later on, on his accepting the charges and making mercy plea the higher authorities intervened and he was reinstated in the service of the bank a few days prior to placement of the workman under suspension further the case of a similarly placed employee Sh. Shiv Lal, Chief Cashier, Safdarjung Enclave was also under active sympathetic consideration of the authorities at the relevant time. As a matter of fact said Sh. Shiv Lal who was also initially dismissed was finally reinstated. Again above background authorities prevailed upon the workman for confessing his alleged guilt with assurance of a similar lenient administrative action. In case of non-confession he was threatened with harsh police action.

In view of the understanding of lenient administrative action the workman again accepted the charges *vide* his reply dated 16-3-94 and furtherance of the understanding requested the authorities to treat his case under clause 19.12 (e) of the bipartite settlement. As on previous occasion he again gave a letter dated 5-4-94 accepting charges and requesting the authorities to treat his case under clause 19.12(e) of the bipartite settlement.

The bank instead of treating his case at par with other similarly placed cases two of which have been mentioned in the preceding paras and proceeding against him under clause 19.12(e) of the bipartite settlement, constituted departmental enquiry in the matter and appointed Sh. A.K. Jain as enquiry officer to conduct enquiry in respect of both the alleged charge sheets. Still the workman was under *bonafide* impression that ultimately his matter will also be considered in accordance with the understanding mentioned hereinabove.

That a sham enquiry was held in the matter which was not effectively defended by the workman because of the circumstances explained herein before. All along he was under the impression that having regard to the assurances

as well as existing precedents the authorities will take a compassionate view of his case and will not award extreme penalty leading to his economic death. It may be added that the behaviour of the workman in not defending the case and making confession after confession and even depositing money with the bank may be seen and considered against the background of threat of police action and apprehension of losing employment in case of lack of desired cooperation with authorities coupled with his responsibility of supporting his family of six members including one handicap sister and aged parents.

On 6.9.94 the workman received letter dated 1.9.94 along with a copy of enquiry report desiring him to make submissions on the said within 15 days. Surprisingly this letter was signed by Chief Manager in capacity as Disciplinary Authority whereas in previous correspondence, Regional Manager was acting as Disciplinary Authority. It is not understood how and why the Disciplinary Authority was changed by the bank in the middle of proceedings. This change of Disciplinary Authority was illegal being violative of principles of natural justice and has prejudiced his case adversely.

As casual the workman again did not contest even the sketchy report submitted by the EO and once requested for lenient consideration of his case. However the authorities did not examine the case in totality of circumstances and taking advantage of his alleged confessions given under pressing circumstances as discussed herein before awarded him the punishment of dismissal without notice *vide* Memorandum dated 29-10-94.

Pressed to wall and completely demoralized with unfolding of events the workman approached DGM (O), the Appellate Authority and submitted to him his appeal on 30.11.94 again on same lines without contesting the charges on technicalities or merits and seeking indulgence for sympathetic consideration on humanitarian grounds.

The Appellate authority also took benefit of his so called confessions and rejected the appeal *vide* order dated 13.2.95 communicated to the workman by the bank after expiry of full one year under the cover of their letter dated 13.2.96. This delay of one year in dispatching the order of the appellate authority is clear indication of the casual approach adopted by the authorities in the matter. The same is also violative of clause 19.14 of the bipartite settlement.

On 25.3.96 the workman addressed a Mercy Petition to the Chairman and Managing Director of the bank submitted therein as to how the order of the bank in dismissing him was discriminatory and hence liable to be substituted by some other lenient order.

The workman was informed by the DGM (personal) of the bank *vide* letter dated 3.4.96 that the said Mercy Petition has been filed by them because there is no provision in the bipartite settlement for such petitions. In this regard it is submitted that the said petition was addressed to the chairman of the bank and he alone was competent to deal with the same and the action of the bank in filing the same without placing it before the Chairman the addressee is not only arbitrary but is also *malafide*.

The action of the bank in dismissing workman is arbitrary unjust discriminatory *malafide* and illegal and deserve to be set aside. It is submitted that all the alleged confessions were made by the workman under duress and the reliance of the bank is mainly on said confessions only. Further the enquiry conducted by the EO was not fair as the same was also held under coercive circumstances discussed herein before. Further findings based upon said enquiry and confessions are not liable to be accepted as tenable in law.

The management/respondent has filed WS. In the WS has been submitted that the reference made by the appropriate Govt. is bad in law and is likely to be rejected and/or to be answered in favour of the management. That no cause of action has arisen in favour of the claimant and against the management and the statement of claim is liable to be rejected *in limine*.

That the claimant has not come to this Hon'ble Court with clean hands and the claim of the claimant is likely to be rejected summarily. It is denied that under the alleged threat of police action and coupled of alleged lenient administrative action any confessional statement was obtained by the authorities as alleged. There is not even an *iota* of truth in the allegations of the claimant. The claimant committed the fraud and was caught red handed by the management and in order to avoid penal action he made confessional statement voluntarily without any pressure, coercion from any quarter whatsoever about the fraud committed by the claimant. The claimant made the confessional statement voluntarily without and pressure, coercion or undue influence or allurement and the management has not assured any alleged lenient administrative action as alleged. The claimant is guilty of serious fraud and cheating and there was no ground to take the alleged lenient administrative action. It is denied emphatically that any confessional statement was obtained under the threat and/or allurement as alleged. The allegations of the claimant are an just after thought.

It is stated that the management afforded sufficient opportunities to the claimant to present his case and to put his defence if any to the charge sheets. The claimant has levelled baseless allegations just to prejudice the mind of this Hon'ble Court moreover the same are beyond the scope of reference made by the appropriate Govt. The case of Sh. Sanjeev Chopra and Sh. Shiv Lal have no relevance with the matter of the claimant. The allegations of the claimants about the case of Sh. Sanjeev Chopra and Sh. Shiv Lal are highly misconceived, bogus and denied emphatically. It is denied emphatically that under the alleged background of the cases Sh. Sanjeev Chopra and Sh. Shiv Lal the management prevailed upon the claimant for confessing his guilt with the alleged assurance of a similar lenient view/action. It is also denied that the claimant was threatened in case of non-confession with harsh police action. The claimant cannot escape from his own admission/confession made before the competent authorities.

It is denied that there was any alleged understanding of lenient administrative action by the management. In fact the claimant was guilty of major misconduct and there was

no ground and reason to take lenient administrative action. Since the charges against the claimant were crystal clear and beyond reasonable doubt as such the claimant had no other alternative except to confess and admittedly he confessed vide reply dated 16-3-94. There was no alleged understanding to treat the case of the claimant under clause 19.12(e) of the Bipartite Settlement as alleged.

It is pertinent to state here that the confession made by the claimant was without any reservation whatsoever. It is denied emphatically that the case of the claimant was at par with the other alleged similar placed cases. It is stated that the two alleged cases are not similar to the claimant. Every case has its own merits and demerits and there was no ground to treat the claimant case under clause 19.12 (e) of the Bipartite Settlement. The management on the basis of serious charges of cheating and fraud constituted an inquiry officer to conduct an inquiry in respect of the charge sheet. It is pertinent to state here that after the constitution of the inquiry officer nothing bonafide impression of misunderstanding was left. Undoubtedly, the management issued charge sheets to the claimant for major misconduct and referred the matter to an inquiry and all the reasonable opportunities were afforded to the claimant to defend the same and there was no alleged understanding whatsoever between the management and the claimant.

There is not even a single iota of truth in the baseless allegations of the claimant. It is denied that the inquiry held by the inquiry officer was sham or that was not effectively defended by the claimant as alleged. The claimant admittedly was served with the charge sheets and he replied to that and full opportunities were granted by the management. It is denied emphatically that there was any alleged assurance or precedent as alleged. The claimant confessed voluntarily as there was un rebuttable evidence against the claimant. It is pertinent to state here that nowhere the claimant has alleged that he was not provided the opportunities to defend the charge sheets. The allegations of the claimant are an after thought.

It is stated that the change in the disciplinary authority occurred on account of structural changes in the hierarchy and the same was circulated to all the branches of the management vide circular No. 249/34/1994 dated 11-8-94 alongwith the report of the inquiry provided an opportunity to the claimant to make submission before awarding punishment. It is denied that there was any change in the Disciplinary Authority or that the same was illegal being violative of principle of natural justice or that it has prejudiced his case.

It is denied that the report of the inquiry officer was a sketch report as alleged. Admittedly, the claimant did not challenge the finding of the inquiry officer report and on the contrary has admitted the same in totality. The claimant is estopped from his own admission/confession. It is denied that the management passed the order of punishment without any notice to the claimant. The allegations of the claimant are wrong to claimant's own knowledge and are even contrary to the specific admission made by the claimant.

It is denied that the claimant was pressed to the wall or that the claimant reaped what he has sown and nothing happened unusual in the prevalent circumstances. It is denied that the appellant authority took any benefit from the confession for the claimant. It is submitted that Ld. Appellate Authority considered all the facts and the submission made and decided the appeal of the claimant on merits. It is denied that the Appellate Authority took any casual approach in the matter or that the same is violative of clause 19.14 of the Bipartite Settlement as alleged.

The allegations levelled against the management are wrong. It is denied that the mercy petition was not considered or that the case of the claimant has not been considered in the right perspective. It is denied that any confession was obtained forcefully as alleged. It is also denied that the punishment awarded to the claimant is highly disproportionate or discriminatory punishment. The claimant has levelled stock allegations against the management.

It is denied emphatically that the act of the management bank is arbitrary, unjust, discriminatory, malafide, illegal or the same is liable to be set aside. It is stated that the action of the management is legal, just and there is no ground to set aside the same. It is denied in to that the claimant made the confession under the duress or the reliance of the management based on the confession of the claimant.

It is denied that the punishment of the dismissal is liable to be set aside on the grounds of its being discriminatory as alleged. It is denied that in the similar matter the punishment was awarded lesser as alleged. It is stated that the facts of the four cases were entirely different to the claimant's and the punishment awarded is just fair and reasonable on the basis of serious charges against the claimant. It is denied that action of the bank in awarding punishment to the claimant is hit by the provision of art 14 and 16 of the Constitution of India.

The workman applicant has filed rejoinder. In his rejoinder, he has denied almost all the paras of the written statement and has reiterated the averments of his statement of claim. Evidence of both the parties has been taken. The management has denied most of the paras of the statement of claim.

Heard arguments from both the sides and perused the papers on the record. It was submitted from the side of the workman applicant that punishment of dismissal was awarded on the workman applicant without notice w.e.f. 29-10-1994. The punishment is illegal. On 16-02-1994, the Regional Manager of Dena Bank issued orders placing him under suspension. He was not afforded any opportunity. Thereafter charge sheet dt. 26-02-1994 was served on him. Shri Sanjeev Kumar, Chief Cashier was also charged with acts prejudicial to the interest of the Bank leading to losses and was awarded the punishment of dismissal by the Disciplinary Authority. Later on he appealed for mercy and he was reinstated. Similarly, Shri Shiv Lal, Chief Cashier, Safdarjang Enclave was also dismissed but on filing appeal on mercy grounds, he was also reinstated. A discrimination

has been made against the workman. It was further submitted that departmental inquiry was constituted and Shri A.K. Jain was appointed an inquiry officer in respect of both the charge sheets. The workman had bonafide intention that his matter will also be considered according to the cases of the other two employees. A sham inquiry was held in the matter and it was not effectively defended by the workman because of the circumstances explained above. The workman believed that the authorities will take a compassionate view as in all other cases so he did not defend himself. He made confessions after confessions and even deposited the money but he was meted out a different treatment. It is clear that the workman applicant has confessed the charges levelled against him. It is in this case that he has taken the stand that he confessed under coercion and threat. In reply dt. 16-03-1994, he accepted the charges. Still a departmental inquiry was held and Shri A.K. Jain was appointed Enquiry Officer. He conducted the inquiry quite fairly and give opportunity to the workman applicant but he did not defend himself in the inquiry but rather accepted the charges. It was submitted from the side of the management that the workman applicant did not challenge the report of the inquiry officer. After report of the inquiry officer, he again prayed for lenient view. As such, an opportunity for defence to the workman was given but he accepted the charges and after the report of the inquiry officer, he again prayed for lenient view. It has been further submitted by the management that the disciplinary authority and inquiry authority were the same persons so the inquiry is vitiated. It was submitted from the side of the management that the disciplinary authority was changed under a structural changes. It was submitted from the side of the management that the workman applicant defrauded the bank of Rs. 60,000/-. He prepared debit voucher of Rs. 10,000/- on 09-11-1993, on 20-11-1993, he prepared voucher of Rs. 10,000/- and similarly on 13-12-1993 and 19-01-1994, two vouchers of Rs. 20,000/- were prepared. On 15-02-1994, he attempted to defraud the bank for Rs. 20,000/- from account No. 343770. In this way, there is misappropriation of Rs. 60,000/-. He has fraudulently withdrawn the money by making false entries and he has received all the amount by pay order. As such, the fraudulent act committed by the workman applicant has been proved by cogent evidence and in view of the repeated confessions of the workman applicant.

It was further submitted from the side of the management that the case of the workman applicant is different from the cases of two persons referred to above. I have gone through the entire proceedings of the inquiry. It is not needed to reiterate the charges when the same has been confessed several times by the workman applicant under the alleged assurance by the bank authorities to take a lenient view.

It has been submitted by the respondent that the same view should be taken by the management in his also. The cases of the other two persons referred to are quite different than the case of this workman applicant.

It was submitted from the side of the workman applicant that capital punishment has been awarded to him whereas two employees having committed the same serious

misconduct, have been reinstated thereafter. The quantum of punishment imposed as a result of domestic inquiry is quite appropriate in view of [1999]81 DLT 696. From the perusal of the record and the law cited by the management, it becomes quite explicit that the workman applicant has committed a serious and grave misconduct and he was rightly punished by the bank. The inquiry is quite fair and the punishment awarded is commensurate with the serious misconduct of the workman applicant.

The reference is replied thus :—

The action of the management of Dena Bank in awarding the punishment of dismissal to Sh. K.K. Gupta, Clerk-cum-cashier without notice w.e.f. 29-10-94 is legal and justified.

The workman applicant does not deserve to get any relief as prayed for.

The award is given accordingly.

Dt. 07-01-2005

R.N. RAI, Presiding Officer

नई दिल्ली, 13 जनवरी, 2005

का.आ. 482.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार आन्ध्र बैंक के प्रबंधन के सम्बद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय नं. 2, नई दिल्ली के पंचाट (संदर्भ संख्या 19/95) को प्रकाशित करती है, जो केन्द्रीय सरकार को 12-01-2005 को प्राप्त हुआ था।

[सं. एल-12012/370/94-आई.आर. (बी-II)]

सी. गंगाधरण, अवर सचिव

New Delhi, the 13th January, 2005

S.O. 482.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 19/95) of the Central Government Industrial Tribunal-cum-Labour Court, No. 2, New Delhi as shown in the annexure in the Industrial Dispute between the employers in relation to the management of Andhra Bank and their workman, which was received by the Central Government on 12-01-2005

[No. L-12012/370/94-IR(B-II)]

C. GANGADHARAN, Under Secy.

ANNEXURE

**BEFORE THE PRESIDING OFFICER
CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL
CUM-LABOUR COURT-II, NEW DELHI**

R.N. RAI, Presiding Officer

I. D. No. 19/95

In the matter of :—

Sh. C.M. Ganga Ram
C/o Andhra Bank Shramik Union,
Delhi (Regd.),
R-3, Green Park,
New Delhi-16.

Versus

Andhra Bank
The Dy. General Manager,
Andhra Bank, Zonal Office,
New Delhi

AWARD

The Ministry of Labour by its letter No. L-12012/370/94 IR(B-2) Central Government Dt. 31-1-1995 has referred the following point for adjudication.

The point runs as hereunder :—

“Whether the demand of Andhra Bank Shramik Union, Delhi on the management of Andhra Bank, New Delhi for grant of promotion to Sh. C.M. Ganga Ram, Daftry to clerical cadre is justified? If so, what relief the said workman entitled to.”

Andhra Bank Shramik Union, Delhi is a registered union of the sub-staff of Andhra Bank. Sh. C.M. Ganga Ram (hereinafter referred to as, the workman) is a member and Office Bearer of the said union. The said union exposes the grievance of the said workman.

The said workman was appointed as Sub-staff (Daftry) with staff code No. 1650, on 16th March, 1966, and his services were confirmed on 16th September, 1966. The workman was appointed and initially posted at the Bank's Branch at Karol Bagh, New Delhi. The workman was in the said branch right from the date of opening of the said branch.

In 1975 the workman was transferred to Asaf Ali Road Branch, New Delhi in 1977, and was transferred to Green Park Branch, New Delhi. It is pertinent to note that from the last 28 years the workman has been working as Daftry only and there has not been any promotion or change of grade. Even stagnation increment was also over in 1992. Subject to the grievance against wrong noting of the date of birth of the workman, which matter is subjudice in a writ petition No. 664 of 1995 before the Hon'ble High Court of Delhi.

The management has been unfair, unreasonable and prejudicial in dealing with the promotions of sub-staff and more particularly for the workman. Right from the beginning of the services of the workman, the workman has been in the trade union activities and is General Secy. of the applicant from 1991. Because of the trade union activities of the workman, the workman, is denied of his legitimate right of promotion to next higher post. It is pertinent to note that there have been no single memo ever issued to the workman and there has been no charges levelled against the workman in respect of the performance of the duties of the workman. On the other hand, all the concerned officers have appreciated the performance and discharge of duties all through of the workman.

It is pertinent to note that the memorandum of settlement shall continue to be binding even after 31st December, 1987 until either party gives two months notice

in writing of their intention to terminate this settlement. It is a matter of record that neither of the parties to the settlement has issued notice of their intention to terminate the same.

In spite of such settlement, which is binding on the management as per the provisions of the Industrial Disputes Act, 1947 and in spite of the fact that the workman had put in the requisite minimum service of 20 years by 1986, promotion to clerical cadre has not been given to the workman and the management has miserably and deliberately committed breach of the said memorandum of settlement.

The workman fulfilled all the requirements as early as 1986 but the management did not call him for interview at all though vacancies occurred. It cannot be disputed that the workman was within the zone of consideration. The seniority list of clerks as on 1-4-1990 promoted from sub-staff contains as many as 107 promotees from sub-staff as indicated by column 10 of the said list. The workman's date of joining the sub-staff cadre was 16-3-96. All the persons denoted by letters S/S (meaning sub-staff) in column 10 of the seniority list were juniors to the workman except the persons shown at serial No. 17, 1586, 1588, 4457, 4458 and 6823. As seniority in sub-staff cadre was only with reference to the date of joining, when the said promotees (juniors) were placed in the zone of consideration, the workman also should have been placed in the zone of consideration. He was not so placed as evidenced by the fact that he did not get a call for interview. Thus, the provisions of the settlement dated 27-9-1985 have been violated.

One of the reasons why the promotion was not given, was due to the factor that some subordinate staff Members have given wrong information regarding educational qualifications so much so that those who had much higher educational qualification have disclosed their educational qualification as 7th standard or less than that, so that they could get the promotion under 1/10th quota under the aforesaid memorandum of settlement.

It is also pertinent to note that those who had the same educational qualifications as that of the workman, but who had entered into the services of the bank as late in 1978, 1980, 1982 and 1986 were promoted, thereby clearly making a discrimination, which is highly illegal.

It is further submitted that because of the wrong policy being adopted by the management, grave injustice was done to the workman, resulting in financial loss also. It is heartening to note that since 1966, the workman required to work as Daftry in the same scale and the workman be retiring from service even without any promotion or change of scale, which is unheard in the annals of service law jurisprudence.

The management has filed written statement. In the written statement, it has been stated that the present dispute is an individual dispute and has not been espoused properly. It is not an industrial dispute within the meaning of S. 2(K) of the Industrial Dispute Act. The claim is liable to be rejected on this ground alone.

That *inter alia* the question of evolution of promotion policy as claimed in para 14 of the statement of claim goes beyond the reference order. It is well settled that a claim beyond the reference order cannot even be entertained. This claim is liable to be rejected out right.

That the claimant is guilty of an attempt to mislead this Hon'ble Tribunal. Since the claimant has not approached to this Hon'ble Tribunal with clean hands, he is disentitled to receive any relief from this Hon'ble tribunal. It is submitted that the Andhra Bank Shramik Union has not been recognised by the management and does not command a substantial following among the employees of the bank. Sufficient number of workman have not espoused the case of the workman.

The management has treated all its employees (including the workman in the present case) fairly, reasonably and properly and has granted them all their legitimate rights and dues. The allegations relating to victimization are vague and lacking in material particular. They are also false and are denied. The allegations with respect to the issue of memo, charge sheet alleged appreciation of performance are irrelevant to the present dispute and are not admitted.

It is submitted that the management has always acted in accordance with the terms of the settlement. The case of the workman could not be considered on the fact that the number of candidates to be called for interview was to be thrice the number of vacancies. A number of candidates were senior to the workman concerned, he did not fall into the zone of consideration. In view of the availability of a number of employees with more than 20 years service the question of relaxing the stipulated requirement of 20 years service did not arise.

The claimant is trying to mislead and confuse this Hon'ble Tribunal. It is submitted that none of the juniors of the workman has been promoted under the seniority quota. However, under the settlement the sub-staff are also entitled to be promoted under the merit quota. It is for this purpose that written tests are held in terms of the settlement. The juniors were promoted only under the merit quota. The interpretation of the settlement is not admitted. It is denied that the workman was ever threatened that in case he did not appear for the written test he would be disqualified for the promotion as alleged. The management has acted in accordance with the settlement. The allegations relating to wrong information regarding educational qualification etc. are vague and lacking in material particulars and cannot even be taking into consideration. It has also not been shown how the workman's case was affected by the action of the bank. The management reserves the right to give a proper reply as and when there particulars are supplied. It is denied that there was any favouritism as alleged or at all. It is also submitted that bank was fully within its rights to take a

lenient view and the same does not furnish any cause of action in favour of anyone else. In any case this objection should have been raised in 1989.

The workman applicant has filed rejoinder. In his rejoinder, he has reiterated the averments of his claim and has denied most of the paras of the written statement. The management has also denied most of the paras of the statement of claim. Evidence of both the parties has been taken.

Heard arguments from both the sides. It was submitted that the workman applicant has been serving respondent since March, 1966. He was initially posted at Karol Bagh. He has not been given promotion despite his seniority as he took part in trade union activities and the workman is General Secretary of the applicant from 1990-1991. Because of the union activities of the workman, the workman is, being denied of his legitimate right of promotion to next higher post. According to the memorandum of settlement dt. 30th December, 1987, he is entitled to be promoted as there is no criteria for qualification. He should have been promoted after 20 years service by 1986 but the management did not give him opportunity for interview when the vacancies occurred in 1986. Juniors to him have been promoted as is apparent from the list filed by the workman applicant but the workman applicant has not been given the chance of interview so he has not been promoted. It has been further submitted that the management is following unfair labour practice.

It was submitted from the side of the management that there is no espousal of the case. Espousal is immaterial in the light of the recent law laid down and aggrieved person can get his matter referred for adjudication. There is no victimization of the workman applicant, the candidates who are senior to the workman have been promoted. No junior to him have been promoted. Whenever interview was called for, he did not come in the seniority list so he would not be promoted. From perusal of annexure-A, it becomes quite obvious that Shibdas Kar who joined in 1977 has been promoted. Shri Banerjee who joined in 1978 has been promoted. Shri Subramaniam who joined in 1978 has been promoted. Annexure—A is a certified copy and this paper has not been denied. As such, according to Annexure—A, juniors to him have been promoted long back. Those employees who joined in 1978 and 1979 have been promoted but the workman applicant has not been promoted whereas he joined the respondent bank in 1966. It shows that the bank is following unfair labour practice. According to the settlement of 1987, no qualification is required for promotion. He was appointed daftari in 1996. He has not been given even stagnation increment. From 1992, he has served the respondent bank for almost 28 years. He ought to have been promoted after 20 years but he was not given opportunity for interview. 1989 (4) SCC-635 is not applicable in the facts and circumstances of this

case as seniority list has been prepared and the workman applicant is the sr. most. 1989 (4) SCC 640 is also not applicable as it is regarding municipalities. The workman filed this case in 1995. There is delay and latches in his part. He ought to have been promoted in 1986 but he was not called for interview. He has now 28 years experience and he is now at the verge of his retirement. He was not given the opportunity of interview and after such long gap, there is no question of interview. The workman applicant shall be deemed to be promoted with all the consequential benefits from 1st January, 1995 at least after a gap of almost 10 years when juniors to him were promoted.

The reference is replied thus:—

"The demand of Andhra Bank Shramik Union, Delhi on the management of Andhra Bank, New Delhi for grant of promotion to Sh. C.M. Ganga Ram, Daftry to clerical cadre is justified. The workman applicant shall be deemed to be promoted from 1st of January, 1995 along with all the consequential benefits. The respondent is directed to pay back wages in view of his promotion within two months from the publication of the award. In case of default, an interest of 12% per annum will run on the entire back wages.

The award is given accordingly,

Dt. 11-01-2005

R.N. RAI, Presiding Officer

नई दिल्ली, 17 जनवरी, 2005

का.आ. 483.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार सिंडीकेट बैंक के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय लखनऊ के पंचाट (संदर्भ संख्या 132/2001) को प्रकाशित करती है, जो केन्द्रीय सरकार को 14-01-2005 को प्राप्त हुआ था।

[सं. एल-12012/85/2001-आई.आर. (बी-II)]

सी. गंगाधरण, अवर सचिव

New Delhi, the 17th January, 2005

S.O. 483.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 132/2001) of the Central Government Industrial Tribunal-cum-Labour Court, Lucknow as shown in the annexure in the Industrial Dispute between the management of Syndicate Bank and their workmen, received by the Central Government on 14-01-2005.

[No. L-12012/85/2001-IR(B-II)]

C. GANGADHARAN, Under Secy.

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, LUCKNOW

PRESENT:

SHRIKANT SHUKLA, Presiding Officer

I. D. No. 132/2001

Ref. No. L-12012/85/2001-IR(B-II) Dt. 23.8.01

BETWEEN:

Nand Kishore
S/o Madhav Prakash
C/o B.P. Saxena, 426, W-2 Basant Vihar
Kanpur (Mohalla Kharba Chowk
Sathbad, Hathras (U.P.)

AND

Syndicate Bank
Dy. General Manager,
Zonal Office, Nand Kishore Road
Lucknow-226001 (U.P.)

AWARD

The Government of India, Ministry of Labour vide their order No. L-12012/85/2001-IR (B-II) dated 23.8.01 referred the following dispute for adjudication to presiding officer, CGIT-cum-Labour Court, Lucknow.

“WHETHER THE ACTION OF THE MANAGEMENT IN TERMINATING THE SERVICES OF SRINAND KISHORE W.E.F. 5.11.98 IS LEGAL AND JUSTIFIED? IF NOT, WHAT REMEDY THE CONCERNED WORKMAN IS ENTITLED TO.”

The worker has filed the statement of claim and the opposite party has filed their written statement. The evidence of parties were recorded. The parties had discussion this matter in the preliminary sitting of the Lok Adalat and ultimately they have reached a compromise today. According to the terms of the compromise the management has agreed the following terms:

1. The management will pay the worker retrenchment compensation and
2. As and when the work arises as result of temporary leave vacancies and regular vacancies the worker shall be offered.
3. The worker shall be empanelled in the category of attender and as when the vacancies occur, the worker shall be given opportunity of regular employment looking to the length of service he has put in. The management has further explained that in case any other casual labour has put in more working days than Nand Kishore then that casual labour shall be given preference. However, no other person shall appointed in regular vacancy who has put in less number of days than Nand Kishore. He has further explained that this

empanelment shall be ever lasting and no cut of date has been fixed.

The worker has accepted the terms of agreement. The parties have filed the compromise C-34 in the Lok Adalat. The parties have requested that award be passed in terms of compromise C-34. After verifying C-34 I am of the considered opinion that the compromise C-34 disposes the dispute. Award accordingly passed in terms of compromise reached in Lok Adalat on 7.1.2005. C-34 will be part of the award.

Lucknow. SHRIKANT SHUKLA, Presiding Officer
7.1.2005

BEFORE CGIT-CUM LABOUR COURT, LUCKNOW

I. D. Case No. 132 of 2001

NAND KISHORE ... APPLICANT

VERSUS

SYNDICATE BANK ... OPP. PARTY

FIXED FOR : 7-1-2005

BEFORE LOK ADALAT

**JOINT APPLICATION FOR COMPROMISE OF THE
CASE FOR DECISION BEFORE LOK ADALAT
PROCEEDINGS**

Sir,

1. That the present industrial dispute was raised by the workman against the alleged termination of his services by the bank management w.e.f. 5.11.1998 in violation of Section 25(F) of I.D. Act.
2. That during pendency of the case, the parties have reached for amicable settlement of the dispute under mutual understanding and want to get the matter decided before Lok Adalat on the following terms and conditions:—
- (a) That the workman will not press his claim as prayed and the bank management is agreeable to pay notice pay and retrenchment compensation of the workman as per prevailing law and practice of the bank.

Further, the bank is also agreeable for empanelment of the workman for entrustment of duties during temporary leave vacancies and regular vacancies, if any, arises in future when his turn comes as per his length of temporary service put in at the time of dispensing him subject to the condition that the minimum academic qualification and age for the post of attendant at the time he was first engaged are fulfilled.

3. That the above proposal of the Bank is accepted by the workman in full settlement of all his claims against the Bank as prayed in his application dated 12-11-2001 and both the parties want to get

the matter decided/settled with the above proposal.

PRAYER

It is, therefore, prayed by both the parties that the above case may be decided/disposed off in terms of the above settlement/compromise before Lok Adalat and decision of which will be binding upon both the parties.

Sd/-

(S. S. RAWAT),

Senior Manager

Sd/-

Sd/-

Applicant—Workman

Opposit Party—Bank

Management

Syndicate Bank, Regional
Office, Lucknow.

07-01-2005

7-1-2005

Present worker Nand Kishore alongwith his representative. Also present Sri S.S. Rawat, Sr. Manager, Syndicate Bank, Regional Office, Lucknow, with his representative Sri Vinay Shankar. The contents of the compromise read over and explained in Hindi to the parties present and they were asked whether they have signed the compromise with their own sweet will. The parties have replied in affirmative. The compromise is accordingly verified.

SHRIKANT SHUKLA, Presiding Officer

SYNDICATE BANK

PERSONNEL DEPARTMENT

REGIONAL OFFICE, LUCKNOW

**BEFORE THE CGIT-CUM-LABOUR COURT,
LUCKNOW**

I. D. No. 132 of 2001

NAND KISHORE ... APPLICANT

VERSES

SYNDICATE BANK ... OPP. PARTY

FIXED FOR : 7-1-2005

BEFORE LOK ADALAT

We hereby, authorise Sri S.S. Rawat, Senior Manager (Personnel) of our Office to represent the Bank and to confirm, verify and sign compromise petition in the above case. The specimen signature of Sri S.S. Rawat is attested herebelow:

Sd/-

Sd/-

Signature of Sri S.S. Rawat
attested

REGIONAL MANAGER

Sd/-

Regional Manager

PLACE: LUCKNOW

DATED: 01/01/2005

नई दिल्ली, 17 जनवरी, 2005

का.अ. 484.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार केनरा बैंक के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, जयपुर के पंचाट (संदर्भ संख्या 10/2003) को प्रकाशित करती है, जो केन्द्रीय सरकार को 14-01-2005 को प्राप्त हुआ था।

[सं. एल-12011/201/2002-आई.आर. (बी-II)]

सी. गंगाधरण, अवर सचिव

New Delhi, the 17th January, 2005

S.O. 484.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 10/2003) of the Central Government Industrial Tribunal-cum-Labour Court, Jaipur as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Canara Bank and their workman, received by the Central Government on 14-1-2005

[No. L-12011/201/2002-IR (B-II)]

C. GANGADHARAN, Under Secy.

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL CUM LABOUR COURT

JAIPUR

Case No. CGIT-10/2003

Reference No. L-12011/201/2002-IR (B-II)

The President,
All Bank Safai Karamchhari Sangh,
50/138, Rajat Path, Mansarovar,
Distt. Jaipur

.....Applicant-Union

Versus

1. The Regional Manager,
Canara Bank, Regional Office,
SPL-1A, Gopinath Marg,
Near M.L.A. Quarters,
Jaipur

2. Branch Manager,
Canara Bank,
Jhunjhunu

.....Non-applicants

PRESENT:

SH. R. C. SHARMA, Presiding Officer:

For the applicant : Sh. C.D. Chaturvedi

For the non-applicants : Sh. B.C. Jain

Date of award : 07-12-2004

AWARD

1. The Central Government in exercise of the powers conferred under Clause 'D' of Sub-sections 1 to Section 10 of the Industrial Disputes Act, 1947 (hereinafter referred

to as the 'Act') has referred the following Industrial Dispute for adjudication to this Tribunal which runs as under :

"Whether the action of the management of Canara Bank in terminating the services of workman Shri Subhash w.e.f. 31-10-1994 was legal and justified? If not, what relief the workman is entitled to and from which date?"

2. The Applicant-Union has pleaded in its statement of claim that the workman Sh. Subhash joined the services of the non-applicant bank at its Jhunjhunu branch w.e.f. 1-5-93 as a temporary part-time Sweeper, who was declined to join the duties w.e.f. 31-10-94. The Branch Manager had issued a certificate in his favour that he had worked in the bank during the period 1-5-93 to 31-10-94. It is alleged that his service was terminated in contravention of the provision under Section 25-F of the Act and the Union has prayed that the termination order dated 31-10-94 be declared as illegal and the workman be reinstated in service with consequential benefits and back-wages.

3. Resisting the claim of the Applicant-Union, the non-applicants in their written counter have averred that the workman was engaged intermittently between May, 1993 to October 1994, that he himself left his duties and that the Union has raised an industrial dispute before the Conciliation Officer after a gap of 7 years without explaining the delay.

4. In the rejoinder, the Applicant-Union has reiterated the facts as stated in the statement of claim.

5. On the pleadings of the parties, the following points for determination were framed :—

I. Whether the workman had worked with the non-applicant management as a temporary part-time Sweeper from 1-5-1993 to 31-10-1994 for more than 240 days in a calendar year?

II. Whether the service of the workman has been terminated in violation of the provisions under Section 25-F of the Industrial Disputes Act, 1947?

III. Whether on account of raising the Industrial Dispute by the workman after a gap of 7 years, his claim deserves to be rejected?

IV. Relief, if any?

6. In the evidence, the Applicant-Union has submitted the affidavit of the workman, who was cross-examined on behalf of the non-applicants.

7. On 3-12-2004, at the stage of the defence evidence, both the parties submitted before this court a settlement duly signed by the authorized persons, which says that both the parties have mutually agreed and have settled the dispute between the claimant Sh. Subhash and the management of the non-applicant bank as under :

(i) Sri Subhash shall be regularized in the service of Canara Bank prospectively within one month from the passing of the award in terms of this settlement without any back wages or attendant benefits.

- (ii) Sri Subhash shall not claim any seniority or continuity of service in respect of his engagement earlier by the bank which is subject-matter of this dispute.
- (iii) Sri Subhash shall be posted as Part Time Employee (½ scale) at the Bhiwari Branch of the Canara Bank.
- (iv) Sri Subhash shall not be entitled to any transfer as per the rules/procedure of the bank governing the Part Time Employees.
- (v) In case Sri Subhash does not report for duties within one month from the date of issue of the proceedings under this settlement to his address as given in the cause title to this Settlement, the Settlement shall stand cancelled and becomes void ab initio and consequently treated as withdrawn and Sri Subhash shall not be entitled for any claim whatsoever against Canara Bank in future either under this settlement or on the claim made by him in the subject Industrial Dispute i.e. ID 10/2003.

8. I have heard both the parties and have gone through the record.

9. Since both the parties have entered into a settlement which is within the purview of the terms of the reference, there is no necessity to discuss the evidence brought on the record and to decide the points framed for determination.

10. On the basis of the settlement arrived at between the parties, the termination order dated 31-10-94 is quashed and the claim of the workman is allowed and an award is passed in the following terms :

- (i) that the service of the workman Sh. Subhash shall be regularized in the non-applicant bank prospectively within one month from the date of the award without any back-wages;
- (ii) that the workman shall not claim continuity of service in respect of his earlier employment by the bank;
- (iii) that he shall be posted as part-time employee (½ scale) at Bhiwari branch of the non-applicant bank;
- (iv) that he shall not be entitled to any transfer as per the connected rules of the bank; and
- (v) that in case the workman does not report for his duties within one month from the date of issue of the proceedings under this settlement to his address as given in the cause title to the settlement, the settlement shall stand cancelled and consequently treated as withdrawn and the workman shall not be entitled for any claim in future under this settlement or for the claim made by him under the present reference.

11. Let a copy of the award be sent to the Central Government for publication under Section 17 (1) of the Act.

R. C. SHARMA, Presiding Officer

नई दिल्ली, 17 जनवरी, 2005

आदेश

का.आ. 485.—जबकि हुगली के डाक विभाग तथा उनके कर्मकार श्री श्यामल कुमार सेन के संबंध में नियोक्ताओं के बीच औद्योगिक विवाद है;

और जबकि उक्त नियोक्ताओं और उनके कर्मकारों ने औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 10क की उप-धारा (i) के तहत लिखित समझौता कर उक्त विवाद को विवाचन हेतु संदर्भित किए जाने पर सहमति जताई है और उक्त विवाचन समझौते की एक प्रति केन्द्र सरकार को अग्रेषित की गई है;

अतः अब उक्त अधिनियम की धारा-10क की उपधारा (3) के अनुसरण में केन्द्र सरकार एतद्वारा उक्त अधिनियम को प्रकाशित करती है।

समझौता

(औद्योगिक विवाद अधिनियम, 1947 की धारा 10-क के अंतर्गत)

के बीच

पक्षों के नाम

प्रतिनिधि नियोक्ता :

प्रतिनिधि कर्मकार :

1. उप-मंडलीय निरीक्षक (डाक), श्री श्यामल कुमार सेन,
आराम बाग सब-डिवीजन, पोस्ट-कद्रा,
पोस्ट आरामबाग, जिला-हुगली पी एस गोरबेटा,
जिला-मिदिनापुर

2. डाक अधीक्षक,
नार्थ हुगली डिवीजन,
चिनसुरा-721101

एतद्वारा निम्नांकित विवाद को कोलकाता के क्षेत्रीय श्रमायुक्त (के.) श्री वी.के. पांडेय के पास विवाचन हेतु संदर्भित किए जाने के लिए दोनों पक्षों के बीच सहमति व्यक्त की जाती है।

(i) विवाद में विनिर्दिष्ट मामले

1. क्या ई डी एम सी के पूर्व-स्थानापन्न श्री श्यामल कुमार सेन जिन्होंने डाकघर की कद्रा शाखा में अवकाश रिक्ति पर 17-06-1994 से 24-07-1995 तक बिना किसी व्यवधान के कार्य किया और जिन्हें डाक विभाग द्वारा बिना कोई सूचना दिए हटा दिया गया, ई डी एम सी के नियमित पद के लिए पात्र हैं ? यदि नहीं, तो वे किस राहत के पात्र हैं ?
2. क्या ई डी एम सी के पूर्व स्थानापन्न श्री श्यामल कुमार सेन जिन्होंने डाकघर की कद्रा शाखा में अवकाश रिक्ति पर 17-06-1994 से 24-07-1995 तक बिना किसी व्यवधान के कार्य किया, 14-12-1994 से 25-07-1995 तक की अवधि के लिए भत्ते और मजदूरी के भुगतान में विलम्ब के लिए 18 प्रतिशत व्याज के पात्र हैं ? यदि नहीं, तो वे किस राहत के पात्र हैं ?

(ii) विवाद से संबंधित पक्षों का ब्यौरा संबंधित प्रतिष्ठान या उपक्रम के नाम और पते सहित

भारत सरकार के डाक विभाग का प्रतिनिधित्व आराम बाग के उप-मंडलीय डाक निरीक्षक द्वारा और ई डी एम एस के श्री श्यामल कुमार सेन द्वारा।

(iii) यदि कर्मकार विवाद में स्वयं संलग्न हो तो उसका नाम या संबंधित कर्मकार या कर्मकारों के प्रतिनिधित्व करने वाले यूनियन (यदि हो) का नाम

श्री श्यामल कुमार सेन, उप-स्थानापन्न, ई डी एम सी, कद्रा पी ओ, पी एस गोरबेटा, जिला मिदिनापुर ।

(iv) प्रभावित उपक्रम में नियोजित कर्मकारों की कुल संख्या एक

(v) विवाद से प्रभावित या प्रभावित होने की संभावना वाले कर्मकारों की अनुमानित संख्या

एक

हम इस बात पर भी सहमत हैं कि विवाचक का निर्णय हम पर बाध्यकारी होगा। विवाचक समुचित सरकार द्वारा सरकारी राजपत्र में इस समझौते के प्रकाशन की तिथि से छः माह के भीतर की अवधि या हमारे बीच लिखित रूप में हुए आपसी समझौते द्वारा विस्तारित समय-सीमा के भीतर अपना पंचाट देगा। यदि ऊपर उल्लिखित अवधि के भीतर पंचाट नहीं दिया जाता तो विवाचन के लिए दिया गया संदर्भ स्वतः रद्द समझा जायेगा और हम नये सिरे से विवाचन कर सकने के लिए स्वतंत्र होंगे।

प्रतिनिधि नियोक्ता :

ह०/-

(टी. के. करमाकर)
उप-मंडलीय निरीक्षक (डाक),
आराम बाग सब-डिवीजन,
पोस्ट आरामबाग

प्रतिनिधि कर्मकार :

ह०/-

श्री श्यामल कुमार सेन,
पोस्ट-कद्रा,
पी एस गोरबेटा,
जिला-मिदिनापुर

साक्षी :

1. ह०/-

()

2. ह०/-

(निर्मल मित्रा)

प्रतिलिपि :

1. सहायक श्रमायुक्त (केन्द्रीय), कोलकाता
2. क्षेत्रीय श्रमायुक्त (केन्द्रीय), कोलकाता
3. मुख्य श्रमायुक्त (केन्द्रीय), श्रम शक्ति भवन, नई दिल्ली
4. सचिव, भारत सरकार, श्रम मंत्रालय, नई दिल्ली

विवाचक की सहमति :

मैं एतद्वारा श्री श्यामल कुमार सेन और डाक विभाग के बीच उनके गैर-रोजगार के संबंध में औद्योगिक विवाद फाइल संख्या 5/31/2004-ई. 3 के मामले में विवाचक के रूप में कार्य करने पर सहमति प्रकट करता हूँ।

ह०/-

(बी.के. पांडेय)

क्षेत्रीय श्रमायुक्त (केन्द्रीय), कोलकाता

[सं. एल-40013/1/2004-आई. आर. (डी यू)]

कुलदीप राय वर्मा, डैस्क अधिकारी

New Delhi, the 17th January, 2005

ORDER

S.O. 485.—Whereas an Industrial Dispute exists between the employers in relation to the Postal Department, Hoogly and their workmen Sh. Shyamal Kumar Sen.

And whereas, the said employers and their workman have by written agreement under Sub section (i) of Section 10 A of the Industrial Disputes Act, 1947 (14 of 1947) agreed to refer the said dispute for arbitration and have forwarded to the Central Government a copy of the said arbitration agreement:

Now therefore, in pursuance of sub-section (3) of Section 10 A of the said Act, the Central Government hereby publishes the said Agreement.

AGREEMENT

(Under Section 10 A of the Industrial Disputes Act, 1947)
BETWEEN

Name of the Parties

Representing Employers :

Representing Workmen :-

1. The Sub-Divisional Inspector (Postal), Arambagh Sub-Division, PO Arambagh, Distt. Hoogly

Mr. Shyamal Kumar Sen,
Post Kadra, PS Gorbeta,
Distt. Medinapore.

2. The Superintendent of Post Offices, North Hoogly, Division, Chinsurah—721101.

It is hereby agreed between the parties to refer the following dispute to the arbitration of Shri V.K. Pandey, Regional Labour Commissioner (Central), Kolkata.

(i) Specific matters in dispute :

1. Whether Mr. Shyamal Kumar Sen, Ex-Substitute EDMC who worked on leave vacancy at Kadra Branch Post Office continuously without any break from 17-6-94 to 24-7-95 and was discontinued by the Postal Department (without any notice) is entitled for regular post of EDMC? If not, to what relief he is entitled?
2. Whether Mr. Shyamal Kumar Sen, Ex-Substitute EDMC who worked on leave vacancy at Kadra Branch Post Office continuously without any break from 17-6-94 to 24-7-95 entitled for 18% interest for the delay in payment of his allowance and wages for the period from 14-12-1994 to 25-7-1995? If not, what relief he is entitled?

(ii) Details of the parties to the dispute including the name and address of the establishment or undertaking involved;

Postal Department, Government of India represented by Sub-Divisional Inspector (Postal) Arambagh and Sh. Shyamal Kumar Sen, EDMS.

- (iii) **Name of the workman in case he himself is involved in the dispute or the name of the Union, if any, representing the workman or workmen in question**

Sh. Shyamal Kumar Sen, Ex-Substitute, EDMC, Kadra PO, PS Gorbeta Distt. Midnapore

- (iv) **Total number of workmen employed in the undertaking affected**

One.

- (v) **Estimated number of workmen affected or likely to be affected by the dispute.**

One.

We further agree that the decision of the arbitrator shall be binding on us. The arbitrator shall make his award within a period of six months from the date of publication of this agreement in the official Gazette by the appropriate Government or within such further time as is extended by mutual agreement between us in writing. In case the award is not made within the period aforementioned, the reference to arbitration shall stand automatically cancelled and we shall be free to negotiate for fresh arbitration.

Representing Employers : Representing Workmen.

Sd/-

(T. K. Kurmakar)

Sub-Divisional
Inspector (Postal),
Arambagh Sub-Division,
PO Arambagh,
Distt. Hoogly

Sd/-

Mr. Shyamal Kumar Sen,
Post Kadra, PS Gorbeta,
Distt. Medinapore.

Witness :—

1. Sd/-(xxxx)
2. Sd/- (Shri Nirmal Mitra)

Copy to :—

1. The Assistant Labour Commissioner (Central), Kolkata.
2. Regional Labour Commissioner (Central), Kolkata.
3. The CLC (C), Shram Skhakti Bhawan, Rafi Marg, New Delhi.
4. The Secretary to the Government of India, Ministry of Labour, New Delhi.

CONSENT OF THE ARBITRATOR

I hereby consent to act as an Arbitrator in respect of I.D. File No. 5/31/2004.E.3 between Mr. Shyamal Kr. Sen and the Department of Posts, regarding his non-employment.

Sd/-

(V.K. Pandey)

RLC(C), Kolkata

[No. L-40013/1/2004-IR(DU)]

KULDIP RAI VERMA, Desk Officer

नई दिल्ली, 19 जनवरी, 2005

का.आ. 486.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार पंजाब नेशनल बैंक के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय नं.-2, नई दिल्ली के पंचाट (संदर्भ संख्या 198/1997) को प्रकाशित करती है, जो केन्द्रीय सरकार को 18-01-2005 को प्राप्त हुआ था।

[सं. एल-12012/133/1997-आई.आर. (बी-II)]

सी. गंगाधरण, अवर सचिव

New Delhi, the 19th January, 2005

S.O. 486.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 198/1997) of the Central Government Industrial Tribunal-cum-Labour Court, New Delhi No. II as shown in the Annexure in the Industrial Dispute between the management of Punjab National Bank and their workman, received by the Central Government on 18-01-2005.

[No. L-12012/133/1997-IR (B-II)]

C. GANGADHARAN, Under Secy.

ANNEXURE

**BEFORE THE PRESIDING OFFICER: CENTRAL
GOVERNMENT INDUSTRIAL
TRIBUNAL : CUM LABOUR COURT-II, RAJENDRA
BHAWAN, GROUND FLOOR, RAJENDRA PLACE,
NEW DELHI**

PRESIDING OFFICER: R.N. RAL I.D. No. 198/97

IN THE MATTER OF :—

Sh. Sher Singh,
C/o V.K. Gupta, 13/17-A, Tilak Nagar,
New Delhi-18

VERSUS

The Regional Manager,
PNB, North Delhi Region, 9-A, Antriksh Bhawan,
KG Marg, New Delhi

A W A R D

The Ministry of Labour by its letter No. L-12012/133/97-IR(B-II) CENTRAL GOVERNMENT DT. 28-11-1997 has referred the following point for adjudication.

The points runs as hereunder :—

“Whether the action of the management of PNB in dismissing the services of of Sh. Sher Singh w.e.f. 13-4-94 is legal and justified? If not, to what relief the said workman is entitled.”

The claimant has filed statement of claim. In the statement of claim it has been stated that the workman was employed with PNB (hereinafter called the bank) and was posted as peon at BO Shahdara, Delhi. His service conditions are governed by the provisions of Industry wise awards and Bipartite settlements.

On 29-4-90, the Senior Manager of BO Shahdara, Delhi of the said bank served him with a suspension order alleging the suspension was on account of alleged tempering of bank records and for passing secret information to Smt. Shanti Devi. A copy of the said order served upon him is enclosed as annexure 1 of this statement of claim.

The above suspension order was passed and served upon the workman without affording him any opportunity of being heard which is contrary to the principles of natural justice. In terms of bank rules, the workman was entitled to receive subsistence allowance regularly but the bank did not pay even the subsistence allowance for a considerably long time which shows the bias of the concerned authorities towards the workman. On 24-10-91, the workman made a representation to the bank asking for payment of subsistence allowance. A copy of the said enclosed as annexure 2. It was followed by other reminders including letter dated 23-4-93 (Annexure 3). All these letters were duly received by concerned authorities but payment of subsistence allowance was not released. It was for the first time in the year 1993 i.e. after full three years that bank released subsistence allowance to the workman, but again thereafter stopped paying him subsistence allowance. Bank authorities used non-payment of subsistence allowance as a means to crush the workman financially completely. It may be submitted that non payment of subsistence allowance for such a long time is a gross violation of the principles of natural justice and tantamounts to denial of fair opportunity of defence.

After about six months of the service of suspension letter, the workman was served with charge sheet dated 24-9-90. Strangely, the allegations in the charge sheet were different from those contained in the suspension letter. It clearly shows that all the charges were cooked up with malafide intention of harassing an innocent employee. A copy of the charge sheet dated 24-9-90 is enclosed as annexure 4. This charge sheet is illegal having been issued with closed but biased mind. The same is in the form of conclusion instead of allegations.

After issuance of charge sheet, the disciplinary authority constituted a domestic enquiry by appointing Miss Anjali Saxena, Personnel Officer as enquiry officer (EO). The EO started enquiry in the case but in absence of payment of subsistence allowance coupled with his illness and other domestic problems, the workman could not attend the proceedings on all dates. It may also be added that even intimation of all dated fixed by the EO were not received by the workman.

Later on, it transpired that on most of the dated the EO conducted proceedings even in absence of the workman which is against the provisions of Bipartite Settlement as well as violative of principles of natural justice, especially when the absence was on account of non information and/or financial constraints due to non payment of subsistence allowance in terms of rules.

A sham enquiry was held in the matter by the enquiry officer who in defiance of all canons of justice and fair play recorded the statement of management witnesses in the

forced absence of the workman. It is reiterated that fair opportunity of defence was denied to the workman as he was compelled to remain away from enquiry due to financial hardships illegally imposed upon the workman by non payment of legally due subsistence allowance.

The enquiry officer concluded this one sided enquiry and thereafter on 29-1-94 she submitted her report of enquiry to the DA. In her report, she did not prove the three serious charges against the workman, but through a perverse reasoning proved one charge of allegedly furnishing certain records to Smt. Shanti Devi.

The finding of guilt recorded by EO in the enquiry report is full of contradictions and the same cannot form basis for any further action in the matter. The conclusion of charge having been proved, drawn by the EO in his report is perverse being contrary to material available on record. This report ought to have been rejected by the DA and the Appellate Authority and their not doing so shows their non application of mind to the enquiry records.

The procedure adopted by the EO for conducting enquiry was against the provisions of Bipartite Settlement as well as well established principles of natural justice. The report of the enquiry officer holding workman guilty of charge 1 is illegal and findings are perverse. Further, the charges allegedly proved by the EO in the said report do not constitute misconduct in terms of provisions of Bipartite Settlement. No punishment can be awarded for an act which do not constitute misconduct. The awarded punishment is liable to be set aside on this short ground.

Without prejudice to above, it is submitted that even otherwise the punishment of dismissal which tantamount to economic murder of the workman is grossly disproportionate to the charges alleged to have been proved by the EO. The charge that has been proved by the EO is not at all serious and has in no way prejudiced the interest of the bank. No loss has occurred to the bank due to the alleged act of the workman. Such a charge do not deserve extreme punishment of dismissal.

The action of the bank in dismissing workman is arbitrary, unjust, discriminatory, malafide and illegal and deserves to be set aside. It is submitted that the enquiry conducted by the EO was not fair for the reasons discussed herein before. Further, finding of guilt recorded by the EO is perverse, not being based on any legally tenable evidence. The final order based on such enquiry and finding is bad in law.

The management has filed written statement. In the written statement, it has been stated that it is submitted that the service conditions of bank employees are governed by various Awards/Settlements. Chapter 19 of the Bipartite Settlement provides for disciplinary action and procedure therefore. Disciplinary action against Shri Sher Singh was taken by the bank in accordance with the provisions of the said chapter and during the enquiry he was provided with all reasonable opportunity to defend his case keeping view the principles of natural justice. Finding that the charges levelled against him are proved, he was imposed with punishment of dismissal. The bank has taken action against the workman for his acts of misconducts in accordance

with the provisions of the Bipartite Settlement and hence no prejudice can be said to have been caused to him.

Sh. Sher Singh was appointed in the bank on 19-3-86 and he reported at our BO Shahdara on 21-3-86 and continued to work at this branch. It was brought to the notice of the branch Manager by one Smt. Shanti Devi that Sh. Sher Singh had shown her inventory of locker no. 164 which belonged to Mr. Ganga Saran she also informed that Sh. Singh had defrauded her to the tune of Rs. 90,000/-. She had wanted to raise loan against NSCs which were worth Rs. 40,000/-. These NSCs was not given to her. He had also promised her that the contents of the locker shall be given to her. It was only after receipt of the above information it was decided by the bank to place Sh. Sher Singh under suspension and he was suspended on 29-4-90. He was served with charge sheet dated 24-9-90 for the following alleged acts of misconduct committed by him under paras 19.5(j) and 19.5(k) of the Bipartite Settlement dated 19-10-66 as amended up to date.

- (a) He unauthorisedly tempted Smt. Shanti Devi to get the locker no. 164 of late Sh. Ganga Saran operated by her instead of the valid legal heirs. Smt. Ramo Devi for which he accepted Rs. 30,000/- in a wrongful/illegal manner. He also furnished to her copies of ledger sheets of SF A/c No. 3086 and inventory of the articles of the above locker.
- (b) On 21-8-89 Smt. Shanti Devi applied for a loan of Rs. 40,000/- against her NSCs. Although the payment of the said loan account was taken by the party but by making false pretences he took a sum of Rs. 30,000/- fraudulently from her.
- (c) Smt. Darshana Rani gave him a sum of Rs. 2000/- for being deposited in the bank. He pocketed the amount and in order to mislead her, unauthorisedly prepared a pass book giving the account no. as 3926 which had actually been opened in the name of Smt. Usha Devi on 2-3-90.
- (d) On 19-6-89 Sh. Ram Prasad Bajaj gave him a sum of Rs. 200/- for deposit in his term loan account No. 374/83. Instead Sh. Sher Singh pocketed it and affixed the stamp of ODBC dated 19-6-89 and unauthorisedly placed his initials and cheated the customer for a sum of Rs. 200/-.

Smt. Anjali Saxena was appointed as the enquiry of officer on 19-11-90. The enquiry proceedings show that ample opportunity was provided to Sh. Singh to cross examine management witnesses and also to adduce his evidence. He did not attend the enquiry most of the time despite being adequate notice to appear in the enquiry. The principles of natural justice were duly followed during the enquiry.

The enquiry officer in her report has held Sh. Sher Singh guilty of allegations, as detailed above that he had furnished the photo copy of the ledger sheet in respect of the account and inventory of locker No. 164 of late Sh.

Ganga Saran to Smt. Shanti Devi. Thus, acting in contravention of declaration of fidelity and secrecy given by him to the bank. The other three allegations, i.e. b, c and d as mentioned above could not be established during the enquiry.

The disciplinary authority i.e. the Chief Manager BO Shahdara passed an order dated 17-2-94 which is self speaking. The Chief Manager had proposed punishment of dismissal without notice to Sh. Sher Singh and had asked him to appear for personal hearing on 9-3-94. On 9-3-94 Sh. Sher Singh asked for another date for personal hearing which was granted looking into the circumstances and the personal hearing was fixed for 16-3-94. Sh. Sher Singh appeared on 16-3-94 and asked for another adjournment. He was not able to bring any thing in his defence. Later Sh. Sher Singh sent a letter dated 18-3-94 detailing therein his domestic circumstances. It was decided by the disciplinary authority on 13-4-94 that despite giving so many opportunities to Sh. Sher Singh nothing new had been brought before the disciplinary authority and as such he was dismissed from the service of the bank. It was also decided by the disciplinary authority that Sh. Sher Singh will be entitled to subsistence allowance only for the suspension period and he will not be treated on duty.

To the above decision of the disciplinary authority, Sh. Sher Singh preferred appeal dated 28-5-94. The appellate authority allowed personal hearing to the appellant and after considering the various submissions made by him upheld the decision of the disciplinary authority vide orders dated 16-2-95 as the charge proved against Sh. Sher Singh was very serious.

The allegation of the workman that bank authorities used non payment of subsistence allowance as a means to crush the workman financially is totally baseless and far from the facts. From the enquiry records it is evident that the workman attended the enquiry proceedings on 3 out of 15 dated i.e. on 12-4-91, 13-6-91 and 24-10-91. During these dates he never placed before the enquiry officer as to the purported financial hardship being faced by him. It is totally incorrect that he moved any such representation which are enclosed with the claim as annexures 2 and 3. The only representation which was received by the bank was in Feb. 1993 and on the receipt of the same bank acted immediately ensuring the subsistence allowance is paid to him. The two representations appears to be an after thought and have been fabricated to gain the sympathy of the Hon'ble Tribunal.

The charges mentioned in the suspension orders and in the charge sheet were different is incorrect hence denied. While issuing suspension orders the disciplinary authority had made a reference to the prima facie case found against the workman. It was mentioned in the suspension order that the detailed charge sheet would follow and accordingly detailed charge sheet was served on the workman subsequently. The charge sheet is legal and issued with an open mind.

It is correct that an enquiry was constituted to look into the truth of charges levelled against Sh. Sher Singh and Smt. Anjali Saxena the then PO was appointed as EO. The applicant did not attend the enquiry on 12 occasions

out of the 15 occasions when the same was held and number of times he did not even inform the enquiry officer with regard to this absence from the enquiry. The enquiry officer report categorically states that the workman had absented on 12 occasions without informing any reasons of his absence, hence there was a justified ground available with the enquiry officer to hold the ex-parte enquiry proceedings.

He was given full opportunity to defend himself and be represented. He chose not to attend the enquiry and after dismissal from the bank on the basis of charge proved against him, he has raised the present dispute. The intimations with regard to the enquiry were sent regularly by the EO to the workman.

In the instant case the enquiry officer was regularly writing to Sh. Sher Singh and intimating date fixed and the applicant was notified that in case he is not present and does not send any intimation the enquiry shall proceed ex-parte. The enquiry officer has not violated any rules or principle of natural justice in having continued with the enquiry in the absence of applicant. A fair enquiry has been conducted providing opportunity to the applicant to appear and be defended on all the dates of enquiry. It is applicant who has decided to remain absent and now he is attributing the reasons of absence to hardship which can not be entertained by this Hon'ble Court. The applicant is not correct in his allegations as the enquiry proceedings go to prove that ample opportunity was provided to him to cross examine the management witnesses and also adduce his evidence. He did not attend enquiry most of the time despite being given adequate notice to appear in the enquiry.

The allegation that has been proved against the applicant is quite serious in nature. The applicant after defrauding an outsider i.e. Smt. Shanti Devi by taking her money and showing her the confidential documents of the bank had done an act which was against the interest of the bank. The report of the EO is in detail and specific on the allegation which has been proved against the applicant. The applicant is trying to rely on the fact that only one allegation has been proved and the rest three have not been proved against him during the enquiry.

There is no contradiction in the enquiry report. The disciplinary authority on the basis of the findings of the enquiry officer and the record of enquiry passed a speaking order. The disciplinary authority was well aware of the seriousness of the lapse on the part of Sh. Sher Singh. Once the trust and faith reposed in the employee is lost. The employee does not deserve to be kept in the service of the bank.

On the death of Sh. Ganga Saran who was holder of locker No. 164, his wife Smt. Ramo Devi was the legal claimant and the bank had passed the claim in her favour. Sh. Sher Singh tempted Smt. Shanti Devi to operate the locker in an unauthorised manner for which the inventory of the locker alongwith the ledger sheet containing SF account of Sh. Ganga Saran were supplied to Smt. Shanti Devi by Sh. Sher Singh. Thus, he did not maintain the secrecy of the bank's documents and made them available to an outsider placing the bank in a difficult situation. This act on part of Sh. Sher Singh was not pardonable.

From the evidence of Sh. J.L. Bhatia it is quite clear that complaint from Smt. Shanti Devi had been received on the basis of which action was taken against Sh. Sher Singh. Smt. Shanti Devi herself has stated that these documents were handed over to her by Sh. Sher Singh. As regard the payment, even if Sh. J.L. Bhatia could not tell about the same, Smt. Shanti Devi had stated that Sh. Sher Singh had taken her thumb impression and had not handed over the money which was arranged by her for loan against NSCs.

The order of the appellate authority is also very clear who has upheld the decision of the disciplinary authority and rejected the appeal of Sh. Sher Singh. The applicant was given adequate opportunity to be present in the enquiry for cross examining the management witness and adduce his evidence. He was absent on 12 occasions out of the 15 occasions when the enquiry took place. The enquiry officer has not violated any provisions of the Bipartite Settlement while conducting the enquiry and has followed the principles of natural justice.

The workman has filed rejoinder. In his rejoinder, the workman applicant has denied most of the paras of the written statement and has reiterated the averments of his statement of claim. The management has also denied most of the paras of the statement of claim.

Heard arguments from both the sides and perused the papers on the record.

It was submitted from the side of the workman applicant that three charges were proved against him. Charge Nos. 2 and 3 were not found proved by the enquiry officer and the 1st charge was found proved. He was suspended on 20-09-1990 and charge sheeted on 24-09-1990. It was further submitted from him that he was not given opportunity to present his case. Principles of natural justice have not been followed in this case. The enquiry was biased and he found first charge proved without any evidence on the record. The disciplinary authority and the appellate authority also did not apply their mind.

It was submitted from the side of the management that the enquiry is quite fair and proper. A complaint of Smt. Shanti Devi has been received in this case. There is report of handwriting expert also. The management has examined MW/1 Shri J.L. Bhatia, Manager. He has stated that Smt. Shanti Devi complained that a sum of Rs. 30,000/-, taken by way of loan, had been pocketed by Shri Sher Singh. She was made to sign on the documents at the instance of Shri Sher Singh. Smt. Darshana Rani has also complained that she had given a sum of Rs. 2000/- for opening her account. Shri Ram Prasad Bajaj has also complained against him. This witness has also stated that Smt. Shanti Devi told him that her husband late Shri Gangaram was maintaining locker No. 164 at Branch Office, Shahdara. She was having the key for the said locker but had been misplaced by her though she has never operated the locker. After the death of her husband, Shri Sher Singh has promised to arrange for the locker to be operated by her and asked her to give security of Rs. 50,000/- which she could not arrange that is why she arranged a loan of Rs. 30,000/- against N.S.C. worth Rs. 40,000/-. Shri Sher

Singh promised that he will get the locker opened and took her thumb impressions on some papers. She has further stated that she neither got her N.S.C.'s back nor anything from the locker. Smt. Shanti Devi has been examined as MW/3 besides the statement of Shri Ram Prasad Bajaj. MW/3 has stated that her husband was managing a locker with the bank and she was second wife of Shri Gangasaran. The first wife of the deceased was her elder sister in whose favour the bank has passed the claim for locker. Shri Sher Singh told her about that. Sher Singh asked for her residential address and told her that he would go to her house in the evening. Shri Sher Singh went to her house and assured her that the work would be done in case she paid a sum of Rs. 50,000/-. She would get the articles kept in the locker. She provided Rs. 30,000/- to Shri Sher Singh and Shri Sher Singh took her signature on several documents. Shri Sher Singh had given her some documents from the bank which was about articles kept in the record. She got a photostat copy of the said documents and on the reverse wrote "Ek Abla Ki Pukar" and pasted on the wall of the bank. Shri Sher Singh did not return her money. Charge No. 1 is regarding observing secrecy and confidentiality but he unauthorisedly tempted Smt. Shanti Devi to get the locker No. 164 of late Shri Gangasaran operated by her instead of the valid legal heirs. The claim in respect of the same had already been passed in favour of Smt. Rama Devi, the real widow of the deceased. Shri Sher Singh also illegally took a sum of Rs. 30,000/- from Smt. Shanti Devi and also supplied bank documents to her which included ledger sheet for S.F. No. 3086 and the inventory for the locker No. 164. Witness No. M-1 to M-3 have corroborated this charge. The enquiry officer found Shri Sher Singh guilty of charge No. 1 only and he found the other two charges not proved against him. As such, it cannot be said that the enquiry officer was biased as he has not found charge No. 2 and charge No. 3 proved. He was found Charge No. 1 proved. Charge No. 1 is a charge of grave and serious misconduct. The complainant herself has deposed before the enquiry officer and she was also defrauded of Rs. 30,000/-. The workman applicant disclosed the confidential matters to Smt. Shanti Devi and gave her copies of the articles kept in the locker and allured her to pay Rs. 30,000/-.

From the records, it is quite clear that sufficient opportunity has been given to Shri Sher Singh, workman applicant and principles of natural justice has been followed. It has been observed by the Enquiry Officer that the workman applicant was given sufficient opportunity to cross-examine the witnesses and to produce evidence in his defence but Shri Sher Singh neither engaged any departmental person to defend himself nor he cross-examined the witnesses. Shri Sher Singh did not appear in the enquiry on several occasions. Several adjournments were given at the request of the workman applicant. It is the right of the workman applicant to appear in the enquiry to cross-examine the witnesses but he had not done so. Sufficient opportunities have been given to the workman applicant.

It was also submitted from the workman applicant that charges were vague. I have perused the charges. The charges are not vague. From the perusal of the enquiry, it transpires that enquiry officer has regularly intimated the dates fixed and it was mentioned that in case he did not

appear, the enquiry shall proceed ex-parte. No rules of enquiry has been violated. The workman applicant deliberately avoided the enquiry on various dates. It transpires from the perusal of the enquiry report that there were 15 sittings for the enquiry but the workman applicant did not appear on 12 dates. Again letter dt. 31-1-1992, exhibit 27 was sent to him but Shri Sher Singh did not appear. As such, the enquiry was declared as closed and he was given opportunity to file documents in defence but he did not file the papers so the enquiry was closed. As such, according to the enquiry proceedings, sufficient opportunity has been given to the workman applicant but the workman applicant did not avail the opportunities provided to him.

It was argued from the side of the workman applicant that he could not attend the enquiry proceedings as payment of suspension allowance was not made to him. The workman applicant has appeared on 3 dates out of 15 dates. So he has not participated in the enquiry. It is explicit from the proceedings of the enquiry that he was intimated of all the places and change of dates but still he did not appear. It cannot be presumed that the workman applicant did not attend almost 12 proceedings due to his illness. He did not complain to the Enquiry Officer that he has not received suspension allowance so he was financially handicapped to appear before the enquiry committee.

It was further submitted that vague charges were framed against him but it transpires from the enquiry proceedings that second detailed charge sheet was issued. Charge No. 1 has been proved during the course of enquiry.

It was further submitted that there was no loss to the bank. Extreme punishment of dismissal tantamounts to economic murder and it is grossly disproportionate to the charges. No loss has occurred to the bank. I have perused the rules of the banking regarding award of punishment. An employee who discloses the secrets of the bank can be awarded punishment of dismissal. As such, the quantum of punishment is appropriate.

It was further submitted that there was no evidence that he has given papers to Smt. Shanti Devi. Smt. Shanti Devi has appeared before the enquiry and she has given evidence regarding the fact that Shri Sher Singh took Rs. 30,000/- from her and gave her the copy containing the articles kept in the locker. As such, enquiry is quite fair and sufficient opportunity has been given to the workman applicant. The enquiry officer has found charge No. 1 proved on the evidence adduced in the enquiry. It has been further submitted that punishment is quite arbitrary, unjust, discriminatory, malafide and illegal. The punishment awarded is commensurate with the serious misconduct of the workman applicant. No interference is required.

The reference is replied thus.

The action of the management of PNB in dismissing the services of Shri Sher Singh w.o.f. 13-4-94 is legal and justified. The workman applicant is not entitled to get any relief as prayed for.

The award is given accordingly.

Dt. 12-1-05

R. N. RAI, Presiding Officer

नई दिल्ली, 19 जनवरी, 2005

का०आ० 487—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार साउथ मालाबार ग्रामीण बैंक के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय कोझी कोडे, केरल स्टेट के पंचाट (संदर्भ संख्या आई.डी. (सी) 6/99) को प्रकाशित करती है, जो केन्द्रीय सरकार को 18-01-2005 को प्राप्त हुआ था।

[सं० एल-12012/61/1999-आईआर (बी-1)]

सी० गंगाधरण, अवर सचिव

New Delhi, the 19th January, 2005

S.O. 487.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. I.D. (C) 6/99) of the Labour Court, Kozhikode, Kerala State as shown in the annexure in the Industrial Dispute between the employers in relation to the management of South Malabar Gramin Bank and their workman, which was received by the Central Government on 18-01-05

[No. L-12012/61/1999-IR(B-I)]

C. GANGADHARAN, Under Secy.

ANNEXURE

IN THE LABOUR COURT, KOZHICODE, KERALA STATE

Dated this the 1st day of December, 2004.

PRESENT:

Shri K. Balasubramanian, B.Com., LL.B.,
Presiding Officer

I.D. (C) 6/99

BETWEEN:

The Chairman, ...Management
South Malabar Gramin Bank,
Central Office,
Post Box No. 16, Up-Hill,
Malappuram-676 505.

AND

The General Secretary,Union.
South Malabar Gramin Bank,
Employees Union,
Central Office,
Post Box No. 16, Up-Hill,
Malappuram-676 505.

REPRESENTATIONS:

Sri N. Ramakrishnan, : For Management.
Advocate, Calicut.

Sri M. Asokan, : For Union
Advocate, Calicut.

AWARD

This industrial dispute between the South Malabar Gramin Bank and its workman by name, Sri T. Baburajan

represented by the Union was referred to this Court as per order No. L-12012/61/99/IR(B-I) dated 12-05-1999 for passing an award after adjudicating the issue as to:

“Whether the action of the management of South Malabar Gramin Bank in imposing punishment of 'Delay in two increments' against Sri T. Baburajan for alleged charges is Justified? If not, what relief the workman is entitled to?”

2. The workman involved in the dispute was working as a clerk in the Kakkattil Branch of the management bank. While so, on 28-5-1995 he was deputed to bring cash of Rs. 2,00,000 from another branch. On bringing the money a shortage of five bundles of 50 rupees notes totalling of Rs. 25,000 was noticed. The workman offered an explanation that loss of cash on account of reasons beyond his reach. The explanation was not acceptable to the management. Therefore, disciplinary proceedings were initiated for committing misconduct in accordance with the staff service Regulation. An enquiry into the charges was caused to be conducted through one of the senior officers of the Bank. The Enquiry Officer ultimately found the workman guilty of the charges. Accepting the finding of guilt the disciplinary authority imposed punishment of delayed payments of two increments. The appeal filed by the workman did not also succeed and eventually the dispute raised by the Union on behalf of the worker was referred to this court. On receipt of notice from this Court, both parties appeared and presented their case through counsel of their choice and filed their respective statements.

3. As per the statement filed by the Union, the enquiry conducted was farce and an eye-wash. The Enquiry Officer almost acted as a spokesman of the Bank. The findings were rendered on the basis of presumptive evidence. The Enquiry Officer did not even examine the bag in which the currency note brought. The Enquiry Officer lost sight of the unfavourable circumstances under which the cash was lost. The finding of guilt was entered without sufficient legal and factual supporting evidence. The enquiry is vitiated on account of flagrant violation of principles of natural justice. The punishment is totally unjust and disproportionate with the charges. Therefore the Union prays for passing an Award holding that the impugned punishment is wholly illegal and unjustifiable and to direct the management to make good the entire loss caused to the workman.

5. According to the management the loss occurred on account of sheer negligence and carelessness of the workman while transporting the cash. The enquiry was conducted in a fair and reasonable manner affording full opportunity to the parties. The charges levelled against the Enquiry Officer are absolutely baseless. The findings are well supported by legal and factual evidence and that the punishment commensurates with the gravity of the charges.

6. A detailed rejoinder was also filed by the Union attacking the legality and fairness of the enquiry and the findings of the Enquiry Officer.

7. The Enquiry Officer was examined as MW1 and enquiry file was marked as Ext. M1. The points for determination are :—

- (1) Whether the domestic enquiry was validly held in accordance with law?
- (2) Whether the charge of mis-conduct stands proved by acceptable evidence?
- (3) Whether the punishment is justifiable in the circumstances?

8. **Points No. 1 & 2**—Three charges were levelled against the worker. In proof of the charges management examined MW1 and marked Exts. ME1 to ME 21. Two witnesses are seen examined and Ext. DE1 was marked on the side of the worker in the enquiry. The enquiry was conducted by an Officer of the management Bank. The Enquiry Officer when examined as MW1 has deposed about the details of enquiry conducted by him. Ext. M1 is the report prepared by the Enquiry Officer. It could be seen from the proceedings that the workman was represented by an observer throughout the enquiry. The Union was not able to point out any instance of denial of opportunity or any procedural error vitiating the enquiry.

9. An Officer of the management Bank who conducted a preliminary enquiry into the charges against the delinquent worker and filed Ext. M11 report has given evidence that he had examined the bag carried on by the worker from which the cash was lost, that a tearing on the rear-side of the bag was seen and that it is not easy in the normal circumstances to pull out cash bundles from the bag through the torn portion in a holding position. Assignment of duty of bringing cash from another branch with the worker and the shortage of cash bundles was spoken to by DW1 and the tearing on the rear portion of the bag was stated by DW2, a staff of another branch who claimed presence at the time of the reported missing of cash by the worker.

10. It could be seen from the available materials that there is not much of dispute regarding the entrustment of duty of bringing cash with the worker and partial missing of cash. The worker attempted to wriggle out of the liability stating that in the unfavourable weather he was travelling in an over-loaded bus it was not possible in the ordinary circumstances to foresee the loss which occurred on account of pick pocketing by some miscreants.

11. The evidence of MW1 who conducted a preliminary enquiry is sufficient to held that the worker was not alert. This is further fortified by the conduct of the worker who has not even noticed the details of bus in which he was travelling and the loss of weight in cash bundle until noticed by the cashier of the Bank.

12. Charge No. 1 is that the delinquent worker ignored the orders of the Chairman of the Bank to remit the lost amount with interest and thereby violated Regulation 17 of the staff service Regulations. Charge No. 2 is that the worker committed mis-conduct under

Regulation 19 by not serving the Bank honestly and faithfully and charge No. 3 is that by the said acts he committed breach of discipline which is a misconduct under 30(1) of the said Regulations.

13. Ext. M17 is a letter issued by the Chairman directing the worker to remit the cash shortage and Ext. ME 17 and ME 18 are the replies thereto submitted by the worker. In Ext. ME 18 the worker has narrated the circumstances for the loss of cash and prayed for indulgence of mercy of the disciplinary authority as any other worker will do in a similar situation. It is also in evidence that the entire loss was re-imbursed by the insurance authorities. There is nothing to show that the worker made any wilful disobedience or disregard to the orders or directions given by the employer. So it is difficult to hold that the worker violated Regulation 17 as stated in charge No. 1.

14. The evidence on hand would sufficiently indicate that loss of cash occurred while in transit on account of the sheer carelessness and negligence of the worker and therefore he has committed misconduct as per Regulation 19. Charge No. 3 is practically a combination of charge Nos. 1 and 2. So from the evidence I hold that the impugned domestic enquiry was validly held in accordance with law and charge of mis-conduct against the workman substantially stands proved by acceptable evidence.

15. A responsible and disciplined Bank employee cannot be allowed to shirk off his responsibility without taking adequate safety measures to avert these kinds of untoward incidents. This being not a case of discharge or dismissal of worker from service, interference with the punishment is not called for. The punishment imposed is also justifiable in the circumstances.

16. In the result, an award is passed holding that the action of the management of South Malabar Gramin Bank in imposing the punishment of 'delay in two increments' against Sri T. Baburajan for the alleged charges is justified. Consequently the worker is not entitled to any further relief.

Dictated to the Confidential Assistant, transcribed by her, revised, corrected and passed by me on the 1st day of December, 2004.

K. BALASUBRAMANIAN, Presiding Officer

APPENDIX:

Witnesses examined on the side of the Management :—

MW1 .. Gopalakrishna Pilla. P.N.

documents marked on the side of the Management :—

Ext. M1 .. Enquiry File.

Witnesses examined and documents marked on the side of the Union :—

—NIL—

नई दिल्ली, 19 जनवरी, 2005

का०आ० 488. —औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार भारतीय स्टेट बैंक

के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय-II, नई दिल्ली के पंचाट (संदर्भ संख्या 178/98) को प्रकाशित करती है, जो केन्द्रीय सरकार को 18-01-2005 को प्राप्त हुआ था।

[सं. एल-12012/290/1997-आई.आर. (बी-1)]

सी.गंगाधरण, अवर सचिव

New Delhi, the 19th January, 2005

S.O. 488.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 178/98) of the Central Government Industrial Tribunal-cum-Labour Court-II, New Delhi as shown in the annexure in the Industrial Dispute between the employers in relation to the management of State Bank of India and their workman, which was received by the Central Government on 18-01-05

[No. L-12012/290/1997-IR(B-I)]

C. GANGADHARAN, Under Secy.

ANNEXURE

**BEFORE THE PRESIDING OFFICER: CENTRAL
GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-
LABOUR COURT-II, RAJENDRA BHAWAN,
GROUND FLOOR, RAJENDRA PLACE
NEW DELHI**

R.N. RAI, Presiding Officer

I.D. No. 178/98

In the matter of :—

Sh. Soran Singh,
C/o Sh. S.K. Patney,
A-50, New Multan Nagar,
Delhi-110056.

Versus

SBI,
Through Asstt. General Manager,
Region-I, SBI
SBI, Delhi Zone Office,
11 Sansad Marg,
New Delhi-110001.

AWARD

The Ministry of Labour by its letter No. L-12012/290/97/IR (B-I) Central Government dt. 30-6-1998 has referred the following point for adjudication.

The point runs as hereunder :

“Whether the action of the management of SBI New Delhi in terminating the services of Sh. Soran Singh is legal and justified? If not, what relief the workman is entitled to?”

The claimant has filed statement of claim. In the statement of claim, it has been stated that the workman was recruited by the bank on 13-3-89 at Kalyan Puri, Delhi branch to work as messenger-cum-water-boy cum Mali. That the service conditions of the workman in the bank are

governed by Sastry/Desai Award as modified by various bipartite settlements. That the workman worked at the Kalyan Puri branch of the bank continuously upto 21-9-93 without any break and thus became a protected workman under the provisions of the ID Act, 1947.

That on 21-9-93, the branch Manager, SBI, Kalyan Puri branch by his verbal order, terminated/retrrenched the service of the workman, without complying with the provisions of para 522 (4) of the Sastry Award or S 25-F of the ID Act, 1947. The workman was neither advised of any cogent reasons for the illegal retrenchment nor he was paid any retrenchment compensation.

The rules regarding appointment/termination of temporary employees are laid down in chapter 26 of the reference book on Staff Matters.

That after the illegal retrenchment the bank did not offer re-employment to the workman while making fresh recruitment in the bank as per the provisions of the ID Act. The action of the bank is against the established law. The employees having much less service who were terminated by the bank at various branches between 1975 to 1991 were re-appointed by the bank, whereas, the workman was denied the opportunity for re-appointment in a discriminatory manner.

That the action of the bank in terminating the service of the workman w.e.f. 21-9-93 was unjust, unfair and illegal. Further action of the bank in giving permanent re-appointment to the employees with lesser service, while denying the same to the workman is discriminatory and amounts to unfair labour practice. The bank has violated the provisions of the bipartite settlements, Award and the ID Act, 1947.

That the action of the bank in pursuing ‘hire and fire’ policy without adhering to the provisions of the Awards and the ID Act, 1947 is unjust, unfair and illegal.

The management/respondent has filed WS. In the WS it has been submitted that the dispute has been raised by the petitioner through Sh. S.K. Patney who is not competent under the law to represent Sh. Soran Singh. As per Section 36 of the Industrial Disputes Act, only an office bearer of the trade union can represent the petitioner. So, the petition through Sh. S.K. Patney cannot be allowed.

That the dispute raised by Sh. Soran Singh is completely misconceived, baseless hence ought to be rejected. Sh. Singh was never appointed in the bank. No appointment letter was ever issued to him nor he ever marked his attendance in the attendance register. The SBI is a public sector institution where there are set rules about the recruitment of persons in the bank. The recruitment in the bank is being done by the well-established machinery as per the rules of the bank keeping in view the Central Govt. instructions regarding reservation and also observing rules of equal opportunity to all as enshrined in articles 14 and 16 of Constitution of India. The Branch Manager has no authority to appoint any person. Sh. Singh was never appointed in the bank through aforesaid recruitment system.

There is no relationship of master and servant as defined under the ID Act between the bank and Sh. Singh. The true facts are that Kalyan Puri branch of the bank hired a generator set from M/s. SBM Enterprises as there was shortage in power supply, the branch being situated in a rural area. The said supplier of the generator set employed Sh. Soran Singh for upkeep and functioning of the generator set given on rent by him to the branch. A copy of the letter dated 2-7-90 received in this regard from M/s. SBM Enterprises is attached herewith. As Sh. Singh was available at the door-step of the branch the branch which does not have the facility of drinking water supply used to get their drinking water supply from Sh. Soran Singh who started supply of water to the branch for which he used to be paid various amounts depending upon supply of the water in a particular month. The petitioner due to his availability was also asked sometimes to do casual nature of work for which he was paid the settled charges. Sh. Singh was never employed by the bank. This is also evident from an application given by Sh. Singh to the branch under "SEPUP" Scheme wherein he requested the branch to give a loan of Rs. 5,000/- to enable him to do the work of selling vegetables etc. for his livelihood. A copy of the said letter of Sh. Singh is attached.

It has been held by the Hon'ble Supreme Court in a case reported in AIR 1996. Hon'ble Supreme Court page 1565 that it is a settled law that persons appointed without observing recruitment rules cannot be permanently absorbed. It has also been held in a case titled as Koodaranji Service Cooperative Bank V/s. M.M Lissy II-LLJ 1994 page 97 that when the workmen were not appointed as per the prescribed rules no master and servant relationship existed. Hence they cannot claim permanent absorption. In view of the above decisions laid down by the Court the present dispute is liable to be dismissed.

The question of violation of section 25 of the ID Act does not arise. It has been held in Ernalore Cooperative Society case that for getting protection under Section 25(F). The services terminated must be capable of continuing. When an appointment itself is irregular and void then there is no question of termination. So there is no question of violation of Section 25 of the ID Act. It is absolutely incorrect that the petitioner was appointed as a temporary employee.

It is worthwhile to mention here that in case the petitioner has worked in temporary capacity, he should have applied to the bank for his permanent absorption in response to the advertisement published by the bank on 1-5-91 for permanent absorption of persons working in temporary capacity in compliance of a Bipartite Agreement entered into between the SBI and the SBI Staff Federation. So, the petitioner is estopped by his act and conduct to raise the present dispute.

The workman has filed rejoinder and in his rejoinder, he has denied most of the paras of the written statement. The respondent has also denied most of the paras of the statement of claim. Evidence of both the parties has been taken.

Heard arguments from both the sides and perused the papers on the record. It was submitted from the side of the workman applicant that it is admitted to the management that he has worked from 13-3-1989 to 21-09-1993 as a water boy or as a messenger or as a contract worker. There is no paper on the record that he has been given any payment by any contractor. As such, he has worked under the supervision and control of the management. It was submitted from the side of the management that the workman applicant was a contractor's man for running the generator and sometime other duties were also taken from him. From the perusal of the evidence of the management witnesses, it transpires that he has been made payment of the vouchers annexed with the record. It has been admitted by the management witness No. 1. As such, payment to the workman by the management has been admitted in cross-examination of the management witness. In case, he has worked at the direction and under the supervision of the management, he cannot be said to be contractor's man. Payments have been made to him admittedly by the management so contract is a sham. However, no papers regarding licence of contract and agreement of contract has been filed on the record. In case, he is presumed to be a temporary employee, then under para 524 of the Shastri Award, he should be given one month's pay and allowances by way of compensation. This payment shall be in addition to the pay the workman applicant was already drawing. No payment has been made as compensation to the workman applicant. As such, the management is bound by para 524 of the Shastri Award and in case, compensation has not been paid, Section 25 of the ID Act will be attracted. It was submitted from the side of the management that he was not appointed according to the rules of recruitment. His name was not sponsored by the employment exchange. The rules of recruitment have been annexed with the record. He is simply a peon and it has been held that no sponsoring of employment exchange is required for the appointment of a peon. As such, there is no force in the argument of the management. It was further submitted from the side of the management that he was much less senior in service so while appointments were made between 1975 to 1991, his case was not considered. But the bank has not shown as to how he was much less senior in service. My attention was drawn to AIR 1996 page 1565. It has been held that persons appointed without observing recruitment rules cannot be permanently absorbed. It has also been held in II-LLJ 1994 page 97, that in case the workman has not been appointed according to the rules, it shall not be deemed that there ever existed master and servant relationship. These pronouncements of the Hon'ble Supreme Court are not applicable in view of the agreement between the union and the bank. The bank is bound by the settlement of Shastri Award and the citation of the Hon'ble Supreme Court are in view of the other matters. In this case, para 524 of the Shastri Award is intervening according to which the workman applicant should have been paid one month's compensation in addition to his allowances and pay but the workman applicant has not been paid any compensation. He was not a contractor's man as he has all along worked under the supervision of the management. Payment through vouchers have been made by the

management admittedly. As such, the contract theory raised by the management has failed. The workman applicant has done the entire work of the management as a peon along the banking duty hours from 13-3-1989 to 31-3-1993. As such, he has worked for more than 4 years under the management as temporary employee.

It was submitted from the side of the management that his services were terminated in 1993 whereas he has moved this ID Case in 1995. As such, there is delay and laches on the part of the workman applicant. The limitation Act is not applicable in the I.D. Act case in view of the judgement of the Hon'ble Supreme Court but still delay and laches defeat equity so the workman deserved to be reinstated from 1st January, 2000 without any back wages and without any continuity of service within two months of the publication of the award.

The reference is replied thus :—

The action of the management of SBI, New Delhi in terminating the services of Sh. Soran Singh is neither legal nor justified. The workman applicant deserves to be absorbed from 1st January, 2000 without continuity of service and without back wages. In case, the respondent failed to absorb the workman applicant from January, 2000, he will be entitled to 12% interest per annum on the back wages from 1st January, 2000.

The award is given accordingly.

Dated. 06-01-2005

R. N. RAI, Presiding Officer

नई दिल्ली, 19 जनवरी, 2005

का.आ. 489—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार भारतीय स्टेट बैंक के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय-II, नई दिल्ली के पंचाट (संदर्भ संख्या 109/97) को प्रकाशित करती है, जो केन्द्रीय सरकार को 18-01-2005 को प्राप्त हुआ था।

[सं. एल-12012/52/1996-आई.आर. (बी-I)]

सी.गंगाधरण, अवर सचिव

New Delhi, the 19th January, 2005

S.O. 489.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No.109/97) of the Central Government Industrial Tribunal-cum-Labour Court-II, New Delhi as shown in the annexure in the Industrial Dispute between the employers in relation to the management of State Bank of India and their workman, which was received by the Central Government on 18-01-2005

[No. L-12012/52/1996-IR(B-I)]

C. GANGADHARAN, Under Secy.

ANNEXURE

BEFORE THE PRESIDING OFFICER: CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT-II

RAJENDRA BHAWAN, GROUND FLOOR,
RAJENDRA PLACE
NEW DELHI

R.N. RAI, Presiding Officer

I.D. No. 109/97

Smt. Raj Kumari,
Through All India General Mazdoor Trade Union
(Regd.), 163, Balmukund Ext., Giri Nagar, Kalkaji,
New Delhi-110 019.

Versus

State Bank of India,
Tigri Branch,
New Delhi-110 062

AWARD

The Ministry of Labour by its letter No. L-12012/52/96/IR-(B.I) CENTRAL GOVERNMENT DT. 10-07-1997 has referred the following point for adjudication.

The point runs as hereunder :

“Whether the action of the management of SBI in terminating the service of Smt. Raj Kumari, Peon w.e.f. 13-2-1995 is legal and justified? If not what relief, the workman is entitled to.

2. The claimant has filed statement of claim. It has been stated in the statement of claim, that Shri Raj Kumari was appointed at the post of peon in 1989 in the Tigri Branch of State Bank of India and her last pay was Rs. 1500/- per month and she had been working continuously and there was no occasion of complaint regarding the work and conduct of the workman applicant. She further stated that the workman applicant worked for 5 years continuously. The documents regarding the work are attached with the record. She worked in the canteen for 8 hours regularly and the Branch Manager has assured the applicant that she would be given a permanent appointment. The workman applicant requested the Branch Manager on 02-06-1995 to make payment of the remaining wages from 1-5-1995 to 31-5-1995 and appoint her permanently. The Branch Manager misbehaved with her and removed her from service which is against the provisions of law. It has been further stated that the workman applicant has worked for 5 years regularly from 1989. As such, she is entitled to be reinstated with full wages as the Branch Manager has terminated her services illegally and arbitrarily from 02-06-1995.

It has been further stated that the workman applicant approached the Branch Manager for her arrears of pay and for appointing her again but the Branch Manager paid no heed to her request. It has been further submitted that the workman applicant sent demand letter dt. 08-06-1995 for giving her appointment but her request was rejected. That the management has engaged another person at the place of the workman applicant.

The management has filed written statement. In the written statement it has been stated that the present industrial dispute has been raised by Smt. Raj Kumari through All India General Mazdoor Trade Union (Regd.) which is not a trade union of Bank employees. The said trade union has no existence at all in the State bank of India. As such, this fake union cannot espouse the cause of Smt. Raj Kumari. That the dispute raised is otherwise not maintainable because Smt. Raj Kumari was never in the employment of the State Bank of India. There was no relationship of master and servant between Smt. Raj Kumari and the State Bank of India. It is absolutely incorrect that Smt. Raj Kumari was appointed as messenger/peon in the Bank. The State Bank of India is a public sector institution and as such has a well established recruitment system. The recruitments are made as per the laid down procedure in the Bank after observing all the rules in this regard and also the rules of reservation for scheduled castes, scheduled tribes as per the government instructions. The employees who are appointed through the selection procedure after giving equal opportunities to all the applicants, are given appointment letters. The Branch Manager of the State Bank of India under this procedure has no authority to appoint any person in the Bank. Smt. Raj Kumari has never been appointed in the State Bank of India through this established procedure. Smt. Raj Kumari was never paid any wages or any other benefits by the Bank. She was never asked to mark her attendance in the attendance register. Hence there is no relationship of master and servant and her claim is not maintainable.

That Smt. Raj Kumari was engaged as "canteen boy" by the Local Implementation Committee at the Branch which is a welfare body meant for the staff of the Bank. This Local Implementation Committee has representatives of the workmen staff as well as from the supervising staff depending upon the respective strength of a particular branch. The Branch Manager is the ex-officio President of the Committee. The recruitment of the canteen boys is done by this committee. The sanctioning of leave to them is also done by the committee. There is no right in the Bank to supervise and control the work done by the canteen boys appointed by the committee nor has the bank any right to direct the manner in which the work should be done in the canteen. The bank has absolutely no right to take any disciplinary action or to direct any canteen boy to do a particular work and all the more, the Bank is under no statutory obligation to run the canteen. It has been held by the Supreme Court in the case titled as Employers in the matter of Management of Reserve Bank of India V/s. their workmen reported in 1996 Labour & Industrial Cases page 1048 that in the absence of any obligation statutory or otherwise regarding running of a canteen by the Bank and in the absence of any effective or direct control in the Bank to supervise and control the work done by various persons, the workers in the canteen run by the Local Implementation Committee cannot be said to be an employee of the Bank.

In the present case also, Smt. Raj Kumari was engaged by the Local Implementation Committee. As such, her claim is absolutely not maintainable.

It is absolutely incorrect that Smt. Raj Kumari worked as messenger in the State Bank of India. Smt. Raj Kumari was engaged as 'canteen boy' as already explained in the foregoing paras.

It is clear that the claimant was working as canteen boy in the canteen. It is absolutely incorrect that the Branch Manager has ever assured the claimant that she will be made permanent. It is absolutely incorrect that the Branch Manager misbehaved with the claimant and terminated her services. It must be mentioned here that the Branch Manager neither has authority to appoint any person nor has the authority to terminate the services of any person. There cannot be any termination where there is no valid appointment. When the services are itself not capable of being continued, then there cannot be any termination. There was no valid appointment or appointment for which there can be any illegal termination.

The workman applicant has filed rejoinder. In his rejoinder, she has denied most of the paras of the written statement and has reiterated the averments of her statement of claim. Evidence of both the parties has been taken.

Heard arguments from the side of the workman applicant. The management was not present on the date of the argument but the management has filed written argument. It was submitted from the side of the workman applicant that she was posted on 1-1-1989 at the salary of Rs. 1500/- as canteen boy. She worked for 5 years. Her services were terminated illegally on 02-06-1995. She was not paid wages for March, 1995. She has worked for more than 240 days and she was assured by the management that she would be absorbed in the bank and she wrote a letter to the Bank Manager for absorbing her in the bank but her services were terminated.

It was submitted from the side of the management that she has admitted that she worked in the canteen. She has not done any duty in the bank. She was appointed by the Chairman of the Implementation Committee of the canteen. There was no master and servant relationship between the workman applicant and the management. It has also been submitted that her case has not been properly espoused. The aggrieved workman can file her case herself. Espousal is not necessary. The crux of the question is whether the workman applicant was an employee of the bank or she was simply an employee of the canteen. Whether she was appointed by the Branch Manager or she was appointed by the Chairman Implementation Committee of the canteen.

My attention was drawn to 2000-1-LLJ SC page 1441. This judgement is regarding the canteen of the State Bank of India. The Hon'ble Supreme Court has held that branches where total employees are minimum 100 or more than 100, the canteen was taken over by the bank and employees absorbed after due selection process. In the rest of the canteens, where total employees are less than 100 run by Local Implementation Committee. Only facilities have been provided to the canteen committee. It has been held by the Hon'ble Supreme Court that there is no obligation on the bank to run the canteen. Since there is no statutory binding on the bank to run the canteen. The bank cannot be directed

to absorb the workman of the canteen. It has been further held that if the canteen is non-statutory, unrecognised canteen, employees of such canteen are not the employees of the principle employer. Canteens run by Local Implementation Committee comes under this category. There is no obligation on the bank to run the canteen. There is no master and servant relationship between these employees and the bank. In view of this judgement of the Hon'ble Supreme Court, the respondent bank is not under any statutory obligation to absorb the workman of the canteen though the canteen is recognised one but there is no statutory obligation. In a similar case, in 2000-III-LLJ SC page 1633, the Hon'ble Supreme Court has held that the RBI is under no statutory obligation to provide canteen facilities. There is no supervision and control of the master over the work done by the servant and for lack of effective and direct control, they are the employees of the canteen and not of the respondent bank. There exists no relation of master and servant between the respondent bank and canteen employees. Hence demand for regularisation is not sustainable. In view of these two pronouncements of the Hon'ble Supreme Court of India, it becomes quite explicit that the workman applicant was not an employee of the bank. She was at best a workman of the canteen and there is no obligation on the bank to absorb her or to regularise her. There is no master and servant relationship between the workman applicant and the respondent.

The reference is replied thus :—

The action of the management of S.B.I. in terminating the services of Smt. Raj Kumari, Peon w.e.f. 13-2-1995 is legal and justified. The workman applicant is not entitled to get any relief as prayed for.

The award is given accordingly.

DT. 10-01-2005

R. N. RAI, Presiding Officer

नई दिल्ली, 19 जनवरी, 2005

का.आ. 490—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, सर्वे आफ इण्डिया प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, लखनऊ (संदर्भ संख्या 23/2003) को प्रकाशित करती है, जो केन्द्रीय सरकार को 18-01-2005 को प्राप्त हुआ था।

[सं. एल-42012/167/2002-आई.आर. (सीएम-II)]

एन. पी. केशवन, डेस्क अधिकारी

New Delhi, the 19th January, 2005

S.O. 490.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award Ref. No.23/2003 of the Central Government Industrial Tribunal-cum-Labour Court, Lucknow as shown in the Annexure, in the industrial dispute between the management of Survey of India, and their workmen, received by the Central Government on 18-01-2005

[No. L-42012/167/2002-IR(CM-II)]

N.P. KESAVAN, Desk Officer

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM LABOUR COURT LUCKNOW

PRESENT:

SHRIKANT SHUKLA, Presiding Officer

I. D. NO. 23/2003

Ref. No. L-42012/167/2002-IR(CM-II) dt. 17-2-2003

BETWEEN

PRADESH MANTRI
BHARTIYA MAZDOOR SANGH
32, CHAKRATA ROAD, DEHRADUN

AND

THE SURVEYOR GENERAL
SURVEY OF INDIA,
SURVEYOR GENERAL OFFICE, P. B. NO. 37
DEHRADUN

AWARD

The Government of India, Ministry of Labour, New Delhi vide his order No. L-42012/167/2002-IR (CM-II) dated 17-2-2003 referred following dispute to Presiding Officer, CGIT-cum-Labour Court, Lucknow for adjudication;

“WHETHER THE ACTION OF THE MANAGEMENT OF SURVEY OF INDIA IN NOT GIVING COMPASSIONATE APPOINTMENT TO SUSHEEL KUMAR S/O LATE SH. BABU RAM IS LEGAL AND JUSTIFIED ? IF NOT TO WHAT RELIEF HE IS ENTITLED TO?”

Bhartiya Mazdoor Sangh's case is that one Late Babu Ram was working as permanent Khalasi with opposite party i.e. Survey of India, Dehradun the aforesaid Late Babu Ram died on 30-1-95. The wife of Late Babu Ram Smt. Krishna Devi applied for providing the appointment to her son Susheel Kumar in group 'C'. The department of Survey of India asked for option for appointment at Hyderabad as Lower Division Clerk vide their letter no. 1065/4E-2/1 dated 19-7-96 with the condition that for minimum three years Susheel Kumar shall not be transferred to Dehradun. Sri Susheel Kumar exercised his option as desired by the opposite party on 29-8-96. Considering poor condition of the dependant of Late Babu Ram Supdt. Surveyor recommended the case for appointment. but vide letter no. 1323/4-E-2/1 dated 15-10-2001 Supdt. Surveyor informed that the appointment is not possible as it is improper and illegal. The Bhartiya Mazdoor Sangh has alleged that the opposite party has arbitrarily made appointments and has resorted to malpractices. They have also given example of one Late Smt. Tara Mehrotra wherein the dependant son has been favoured. It has also been highlighted that in the case of Late Tara Mehrotra dependant son has been favoured as her husband was government officer and as such the dependant son of Tara Mehrotra had separate source of income even than flouting the government rules and the orders of the Hon'ble Supreme Court dependant son of Tara Mehrotra has been given appointment on

compassionate ground which is unjustified. Bhartiya Mazdoor Sangh accordingly has requested that the dependant son of Late Babu Ram be provided appointment on compassionate ground and also be awarded damages.

The opposite party has admitted that Late Babu Ram was Khalasi with the opposite party and it is also admitted that he died on 30-1-95. It is also admitted that Smt. Krishna Devi applied for appointment of his son in group 'C' vide his application dt. 16-3-95. However, it is submitted by the opposite party that the Officer Incharge of party No. 14 without obtaining the permission of the office of the opposite party vide his letter dt. 26-8-96 wanted to know whether Sri Susheel Kumar is willing to go to Hyderabad and son of Sri Babu Ram, Sri Susheel Kumar on 29-8-96 gave his willingness which was forwarded by the Officer Incharge of party no. 6 alongwith recommendations to the Surveyor General. The Surveyor General vide his letter dt. 20-9-96 wanted to know whether there is vacancy of Lower Division Clerk in the quota of compensation appointment and he was replied on 8-10-96 that no vacancy in the category of LDC available on compassionate ground. In the circumstances the Surveyor General vide his letter dt. 24-10-96 rejected the recommendation of the Officer Incharge No. 14. It is admitted that the son of Tara Mehrotra was appointed on the post of Coupon Clerk/Counter Clerk on the sanction letter of the Ministry dt. 7-2-2000. The opposite party has also challenged the jurisdiction of this Court and has alleged that the case belongs to Central Administrative Tribunal.

The workman union Bhartiya Mazdoor Sangh filed the following documents in photo copy;

1. Photo copy of letter No. 1065/4-E-2/1 dt. 19-7-97 regarding appointment on compassionate grounds by Officer Incharge, No. 14 of Survey of India, Dehradun to Smt. Krishna Devi w/o Late Babu Ram.
2. Photo copy of letter No. C-8458/4-E-1-2 dt. 15-7-97 regarding appointment on compassionate ground by Shri J. S. Grover, Dy. Director, Geodetic & Research Branch, Dehradun.
3. Photo copy of letter No. 211/4-E-2/1 dtd. 26-8-96 regarding appointment on compassionate grounds by Sri S. N. Kumar, Supdt. Surveyor, Survey of India, Dehradun to Smt. Krishna Devi w/o Late Babu Ram.
4. Photo copy of letter dtd. 29-8-96 written by Sushil Kumar to Officer Incharge regarding consent of his appointment on compassionate grounds.
5. Photo copy of letter No. 255/4-E-2/1 dt. 3-9-96 by Sri S. N. Kumar, Supdt. Surveyor, Survey of India, Dehradun to Director, Geodetic & Research Branch Dehradun regarding appointment on compassionate grounds.
6. Photo copy of letter No. 11514/4-E-1-2 dt. 12-9-96 by Sri J. S. Grover, Dy. Director, Geodetic & Research Branch Dehradun to Chief Surveyor, Dehradun regarding appointment on compassionate grounds.
7. Photo copy of letter No. E-1282/1869-A/G&RB dtd. 28-9-96 by Sri S. Chowdhery, Asstt. Surveyor, Surveyor General's Office, Dehradun to Director, Geodetic & Research Branch, Dehradun regarding appointment on compassionate grounds.
8. Photo copy of letter No. 12686/4-E-1-2 dtd. 8-10-96 by Sri J. S. Grover, Dy. Director, Geodetic and Research Branch, Dehradun to Chief Surveyor, Dehradun regarding appointment on compassionate grounds.
9. Photo copy of letter No. E3-12858/1869-A/G&RB by Sri S. Chowdhery, Asstt. Chief Surveyor, Surveyor General Office, Dehradun to Director, Geodetic & Research Branch, Dehradun regarding appointment on compassionate grounds.
10. Photo copy of letter No. 1323/4-E-2/1 dtd. 15-10-2001 by Sri Bimlesh Kumar, Officer Surveyor, Officer Incharge Dal No. 14 to Smt. Krishna Devi w/o Late Sri Babu Ram regarding appointment on compassionate grounds.
11. Photo copy of letter No. Stha 02-16384/1869-A by Sri S. S. Uniyal, Supdt. Surveyor, Surveyor of India, Dehradun to Director Geodetic & Research Branch, Dehradun regarding appointment on compassionate grounds.
12. Photo copy of letter No. 9395/4-E-1/2 dtd. 16-6-99 by Sri Jamuna Ram, Estt. and Accounts Officer, to Director General Surveyor, Dehradun regarding appointment on compassionate grounds.
13. Photo copy of letter dtd. Feb. 1996 by Amit Mehrotra s/o Smt. Tara Mehrotra to the Director G&RB, Survey of India, Dehradun request for compassionate appointment.
14. Photo copy of letter dt. Feb. 1996 by Sri Naresh Mehrotra H/o Late Smt. Tara Mehrotra to Director, G&RB Dehradun request for appointment on compassionate grounds.
15. Photo copy of letter dtd. Feb. 1996 by Nidhi Mehrotra D/o of Late Smt. Tara Mehrotra to the Director, G&RB, Survey of India, Dehradun request for appointment on compassionate grounds.
16. Photo copy of letter No. G/301/Gen-II Dtd. 27-5-96 by Sri Pooran Singh, Sr. Accounts Officer, Controller of Fin. & Accs AO, GLF, Dehradun to Supdt. Surveyor, Dehradun regarding details of employment of Sh. N. C. Mehrotra AAO and details of dependancy of his children.
17. Photo copy of letter No. SM/02/027/99 dtd. 7-2-2000 by Sri M. L. Parasher, Under Secretary, Govt. of India, Ministry of Science & Technology, New Delhi to Surveyor General of

- India, Dehradun regarding appointment on compassionate grounds.
18. Photo copy of letter No. 02-7374/1869 Estt dtd. 11-5-01 by Sri Girish Kumar, Surveyor of India, Dehradun to Director, Geodetic & Research Branch Dehradun regarding appointment on compassionate grounds.
 19. Photo copy of letter No. C-3309/4-E-1/2 dtd. 12-6-2000 by Sri N. C. Tyagi, Director to Amit Malhotra S/o late Smt. Tara Malhotra regarding appointment on coupon clerk/for dependent of deceased employees.
 20. Photo copy of letter No. Estt. 02/492/1869-A-Geo & Res. Branch, dtd. 8-1-2002 by Sri V. R. Mahendra, Dy. Director General Surveyor, Dehradun to Asstt. Labour Commissioner (Central) Dehradun regarding appointment on compassionate grounds.
 21. Photo copy of office memorandum No. 14014/18/2000-Estt(D) dtd. June 22, 2001 regarding compassionate appointment issued by Sri K.K. Jha, Director (Estt.) Ministry of Public Grievances & Pensions, Deptt. of Personnel and Training, Govt. of India, New Delhi.
 22. Photo copy of letter dtd. 29-8-96 by Sri Sushil Kumar s/o Late Sri Babu Ram, Dehradun to Officer Incharge, G & RB, Dehradun regarding consent of appointment on compassionate ground in Hyderabad.

The opposite party filed the photo copies of the following documents:

1. C-4103/17-A-2 (Court Case)/Sushil Kumar dtd. 22-7-03 by Sri H. S. Pawar, Officer, Surveyor, G&RB, Dehradun to Court Secretary, CGIT-cum-Labour Court, Dehradun (Camp) regarding vacancies of UDC and compassionate appointment on he vacancies.
2. Photo copy of letter No. Esst. 02-11435/1869/G&RB dtd. 18-7-2003 by Sri P.K. Chatterjee, Surveyor Generals office to Director, G&RB, Dehradun regarding appointment proforma on compassionate grounds.
3. Photo copy of office memo No. 14014/6/94-Estt(D) dtd. 9-10-98 of Sri K.K. Jha, Director (Estt.) Govt. of India, Ministry of Personnel, Public Grievances and Pensions (Deptt. of Personnel & Training) New Delhi regarding scheme for compassionate appointment.
4. Photo copy of letter No. C-4280/17-A-2 (Court case) Sushil Kumar dt. 29-7-2003 by Sri Dr. B. Nagarajan, Director G&RB to Director General Surveyor, Dehradun for demanding information regarding appointment of Sri Sushil Kumar.
5. Photo copy of Letter No. LC 12767/1196/Vividh (Sushil Kumar) dt. 7-8-2003 by Sri Ram Prakash, Dy. Director General Surveyor, Survey of India,

Dehradun to Director Industrial and Publication, Survey of India, Dehradun to send the information regarding case No. 23/2003.

6. Photo copy of letter No. C-4848/17-A-2 (Court Case)/ Sushil Kumar dtd. 28-8-03 by Sri B. B. Rai, Estt. and Accounts Officer, G&RB, Dehradun to Director, Industrial & Publication, Survey of India, Dehradun regarding information of the case.
7. Photo copy of Letter No. RI-1834/27-A/1/RR dtd. 5-9-03 by Officer, Map Record and Issue Office, Dehradun to Director, G&RB regarding information of case No. 23/03.
8. Photo copy of letter No. C/17-A-2/Court Case/ Sushil Kumar dtd. 10-9-2003 by Sri B.V. Rai, Estt. and Accounts Officer, Survey of India, Dehradun to Officer Incharge Map Record and Issue Office, regarding information of case No. 23/2003.
9. Photo copy of letter No. TD-1646/60-I-MRIO dtd. 12-9-03 by Sri Naveen Tomar, Map Publication to Officer Incharge, Map Issue & Record Office, Dehradun regarding information of case No. 23/2003.
10. Photo copy of letter no. RI-1934/27-A-1(RR) dtd. 16-9-03 by Sri J. S. Tomar, Supdt. Surveyor, Map Record and Issue Office to the Director, G&RB, Survey of India, regarding information of case No. 23/2003.

Bhartiya Mazdoor Sangh has examined Sri Sushil Kumar and opposite party has examined Sri H. S. Pawar.

Heard parties and perused evidence on record.

Sri H. S. Pawar is Adhikari Sarveshk (Survey Officer) posted at Survey of India, Dehradun. He stated that he worked in the department of Survey of India under Central Government and this department comes under the Ministry of Science & Technology. This department is entrusted to survey as per the order of the Government. He has further stated that the opposite party is not an industry. It is also stated that the department is not earning any profit out of its activities and therefore the opposite party is not an industry and the CGIT-cum-Labour has no jurisdiction as the Indian Survey deptt. does not indulged in any business.

The opposite party has filed the details of income from the sale of maps which is as under:

1. Maps which was sold to office of Central Government	Rs. 2,58,467.00
2. Maps sold to the State Govt.	Rs. 3,39,527.00
3. Maps sold to defence services	Rs. 27,20,676.00
Total	Rs. 33,18,570.00

The learned representative of the opposite party has argued that cost of the maps are more than sale amount and the maps are sold to the defence on subsidies rates.

On the other hand the witness Sri Sushil Kumar has stated on oath that the Survey of India prepares Government maps and they sell them and by such activity they earn profit and therefore it comes under the term of industry.

1993 HBD (All) Vol. 4 page 69 (High Court, Allahabad H. M. Rizvi and others vs. rural Engineering Services U.P. and others.

It has been held that there should be an activity which is pre dominantly carried on, by employment of organised labour force for the production or distribution of the goods or for rendering material service to the community at large or part of such community—if the mutual relations, the method of employment and the process of cooperation in carrying out of the work bears close resemblance to the organisation within the organisation will be an industry—in the above circumstances it becomes in material that the organisation is the deptt. of State.

In Bangalore Water Supply and Sewerage Board V. A. Rajappa 1978 (36) FLR 256 the Supreme Court held that non-existence of profit making motive or any other gainful object is an irrelevant consideration in determining whether an enterprise is an industry or not. In the present case the Survey of India is conducted survey and it has entered into preparing maps and therefore selling it to the Govt. Departments and others is certainly a industry also though it may not have any profiting motive. I am therefore not convinced with the argument forwarded by the opposite party that the opposite party is not a industry.

It is admitted fact that late Babu Ram was employed as a class IV employee (Khalasi) who died on 30-1-95. It is also admitted fact that Smt. Krishna Devi is the wife of late Babu Ram. It is also admitted fact that after the death of Sri Babu Ram his son Sushil Kumar applied for appointment in the department of the opposite party in Group 'C' i.e. clerk on compassionate ground but he was denied appointment on the compassionate ground on the ground that there was no vacancy. It is also admitted fact that one late Smt. Tara Malhotra was also employee in the department of the opposite party and his son was provided appointment on 7-2-2000.

The witness of the opposite party Sri H. S. Pawar has admitted that son of late Sri Babu Ram applied for service on 16-3-95 where as the son of late Smt. Tara Malhotra applied for service on 19-3-96.

The witness produce by the trade union, Sri Sushil Kumar has categorically stated that late Smt. Tara Malhotra died after the death of late Sri Babu Ram.

From the documents on record it is clearly established that Smt. Tara Malhotra died on 30-1-96 and his husband Sri Naresh Malhotra requested for the appointment of his son Amit Malhotra on the post of group 'C' employee. It is also clear that Sri Naresh Malhotra was Asstt. Accounts Officer in the office of the Controller of Finance &

Accounts in Aupti Electronic Factory, Raipur and thus the case of the appointment of the son late Smt. Tara Malhotra is not good enough in comparison of that of son of late Sri Babu Ram. as Sri Babu Ram was only a Khalasi and who has no other means of livelihood. The comparative table of both case are as under :

Case of late Babu Ram	Case of late Tara Malhotra
1. Late Babu Ram was merely a Khalasi in group 'D' category working group No. 14 of G&RB of Survey of India.	Late Tara Malhotra was UDC in group No. 19 of the opposite party.
2. No record to prove that there was any source of livelihood for the family left by the death of Babu Ram.	It is proved that late Tara Malhotra was survived by her husband who was AAO in the Deptt. of Controller and Finance, Aupti Eletronic Factory, Raipur, thus the family of late Tara Malhotra had earning member to support the family.
3. Babu Ram died on 30-1-95.	Tara Malhotra died on 30-1-96.
4. According to the witness of the opposite party application for appointment on compassionate ground was moved application on behalf of the family members of late Babu Ram on 16-1-95.	According to the evidence of opposite party so called dependant Tara Malhotra moved application for appointment on compassionate grounds on 19-3-96.

If there could be a post for clerk was vacant to accommodate Sri Amit Malhotra son of late Smt. Tara Malhotra then it can not be said the same was not available to the son of late Babu Ram. It is clear case of discrimination for which there is no justification at all. The dependent of late Babu Ram even hoped for his posting at Hyderabad for minimum 3 years but he was not given weightage. In the circumstances I am of considered opinion that the action of the management in not giving compassionate appointment to Sushil Kumar is not legal and unjustified. The issue is therefore answered against the management and I have no hesitation to hold that the management of Survey of India in not giving compassionate appointment to Sushil Kumar is illegal and unjustified. I am therefore of the considered opinion that the worker deserves to be appointed in Group 'C' as requested by him from the late Mr. Amit Malhotra dependant of late Tara Malhotra was appointed. Although he will be entitled to the backwages till the date he was reinstated but at the same time he deserves to be compensated by compassion @ 15000/- (Rs fifteen thousand) per year from the date Amit Malhotra join to the date he is actually asked to join the duties. Award passed accordingly.

Lucknow

14-1-2005

SHRIKANT SHUKLA, Presiding Officer

नई दिल्ली, 19 जनवरी, 2005

का०आ० 491.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, सी.पी.डब्ल्यू. डी. के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, लखनऊ (संदर्भ संख्या 140/2002) को प्रकाशित करती है, जो केन्द्रीय सरकार को 18-1-2005 को प्राप्त हुआ था।

[सं. एल-42012/198/2001-आई.आर. (सीएम-II)]

एन.पी. केशवन, डेस्क अधिकारी

New Delhi, the 19th January, 2005

S.O. 491.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 140/2002) of the Central Government Industrial Tribunal-cum-Labour Court, Lucknow as shown in the Annexure, in the Industrial Dispute between the management of CPWD and their workmen, received by the Central Government on 18-1-2005.

[No. L-42012/198/2001-IR(CM-II)]

N. P. KESAVAN, Desk Officer

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, LUCKNOW

PRESENT : Shrikanth Shukla, Presiding Officer

I.D. No. : 140/2002

Ref. No : L-42012/198/2001-IR (CM-II) dated : 8-8-2002

BETWEEN:

The General Secretary
CPWD, Mazdoor Union, E-26, Raja Bazar (Old Qtrs.),
Baba Khark Singh Marg,
New Delhi-110001.

Dehradun.

AND

The Executive Engineer CPWD, Dehradun Civil
Division No. II
20, Subhash Road, Dehradun,
Uttaranchal.

AWARD

The Government of India, Ministry of Labour vide their order No. L-42012/198/2001-IR (CM-II) dated : 8-8-2002 has referred following issue for adjudication to the Presiding Officer, Central Government Industrial Tribunal-cum-Labour Court, Lucknow.

“क्या प्रबंधन केन्द्रीय लोक निर्माण विभाग देहरादून के द्वारा श्री ‘‘राजकुमार सीवर नैन’’ की नौकरी की सेवा शर्तों को परिवर्तन करके दिनांक 1-12-98 से ठेकेदारी प्रथा पर रखा जाना उसे समान कार्य का समान वेतन न देना एवं इसे दिनांक 25-3-93 से स्थायी नौकरी देना उचित तथा न्यायसंगत है ? यदि नहीं तो किस अनुतोष का अधिकारी है।”

The trade union's case in brief is that the workman Shri Raj Kumar was employed as sewer-man w.e.f. 25-3-93 and he was paid wages for unskilled labour fixed by the appropriate authority of Dehradun from time to time. The daily rated workman on hand receipt or muster roll have been getting their wages in the time scale of Rs. 950-1500 and revised after the acceptance of Vth pay commission w.e.f. 1-1-96 in the pay scale of Rs. 3050-4590 but Raj Kumar was not only denied equal pay for equal work but also denied minimum wages fixed for skilled workman with in the jurisdiction of Dehradun by appropriate Government from time to time under the Minimum Wages Act, 1948. Although daily rated workman on muster roll or hand receipt were paid wages in the time scale including DA, ADA, CCA, Hill Allowance, HRA, but the workman Raj Kumar was discriminated for payment of the said allowances, Govt. of India, Ministry of Urban Development vide its letter 1-9-92 created 8, 9, 82 posts for regularisation and the office of Director General (Works), CPWD vide its order No. 38/2/87-EC-10 dated 30-9-92 in which 22 posts of sever man were sanctioned for North Zone-2 under which management, the worker Raj Kumar is doing duties, but he has not been regularised. Instead regularising the worker, the management handed over the worker with the workman to the contractor. Whereas work of regular nature cannot be handed over to the contractor as it violates the provisions of Contract Labour (Regulation & Abolition) Act, 1970. The management on 25-3-93 handed over the work to the contractor and the payments were made through so called contractors only with a view to deny employment directly under the management. Before handing over the work of sever man no notice was given for change of his service condition. Sarva Sri Rakesh Kumar Sharma, Yeshpal Singh, Malik and now Dinesh Nautiyal are paying less minimum wages to the workman Raj Kumar, but the workman has been performing his duties from the date of his initial employment i.e. 25-3-93 to till date under the direct supervision and control of Junior Engineer concerned and the contractors were only performing their duties in respective period of cashier. The trade union has pointed out there are other regularly employed sever man in the time scale and are performing the same duties in Dehradun Civil Division 1, but the worker Raj Kumar who is performing same duties in Dehradun Civil Division 2, but Raj Kumar is discriminated. The workman has been denied direct payment w.e.f. 1-12-98. The management with view to deny the regularisation and permanent status to Sh. Raj Kumar have changed direct payment through the contractor which is not proper and against the provisions of Industrial Disputes Act as the worker is entitled to equal pay for equal work. The action of the management not paying wages in the term scale w.e.f. 25-3-93 and denial of permanent status and regularising is unjustified and illegal. Trade union has therefore prayed that changed in service condition be set aside. Worker has also prayed for grant of equal pay for equal work w.e.f. 25-3-93 in pay scale of Rs. 950-1500 and revised w.e.f. 1-1-96 Rs. 3050-4590. The third prayer of the union is the worker Raj Kumar be granted permanent status/regularisation.

The Executive Engineer, Dehradun, Central Division No. II, CPWD, Dehradun has filed the written statement and

has specifically denied the claim of the trade union. The opposite party has denied that the worker Raj Kumar was never employed as sever man on any basis. In facts the complaints relating to cleaning the sever line were very small in quantum to justify a full time sever man. Therefore, the complaints were attended on contract basis with payment as per complaint basis. The opposite party has filed the exemplar hand receipt stating that the payment has been made to the worker for attending 23 complaints totalling to Rs. 1380/-. It is also alleged that principle of equal pay for equal work is not applicable to the workman. Since Sh. Raj Kumar attending the complaint as contract basis, hence he cannot be treated as daily rated worker performing their duties on muster roll as well as hand receipt basis. There is, in such circumstances no question of payment to skilled or unskilled worker. The scope of work does not justify the engagement of sever man and there is no vacancy as well, hence the question of regularisation does not arise. The union wants to malafidely pose Sh. Raj Kumar a worker, where as he himself has quoted Rs. 60/- per complaint. It is also alleged that Sh. Raj Kumar did not quote his rates in 1980 due to reduce scope for work, therefore other agency has been assigned the work. In additional pleas it has been alleged that Raj Kumar was engaged by other contractor and payment was made to him by the contractor not by the department so in the instance he was a contractor from 93 to 11/98 and onwards he was contractor's labour. In the end it is alleged that claim is false and baseless, illegal afterthought and has been moved with ulterior motives.

After the opposite party filed the written statement, the trade union stated in the rejoinder that the workman from 25-3-93 to 30-11-98 has been performing the duties and payments were made to him directly and thereafter the payments were made through fake contractor. The attendance was also marked and supervised by Asstt. Engineer. Moreover the Ministry of Labour vide its notification dated 21-7-2002 have prohibited the contract labour.

Worker has filed following photostat copies of documents :

1. Espousal/Resolution of the trade union, paper No. 3.
2. Statement showing the details of daily rated workers employed during 1-7-98, paper No. 3/2.
3. Office Memorandum, Govt. of India, Directorate General of Works, No. 45/1/87-EC. X Part. I dated 19-4-87, paper No. 3/3.
4. Office Memorandum, Govt. of India, Directorate General of Works, No. 45/1/87-EC. X dated 28-4-87, paper No. 3/4.
5. Letter of Dy. Director of Administration II, Govt. of India, Directorate General of Works No. 45/1/87-EC. X (Vol. IV) dated 28-1-91 regarding implementation of the Judgement of Supreme Court dated 17-1-86, paper No. 3/5.
6. Letter of Dy. Director of Administration II, Govt. of India, Directorate General of Works No. 38/2/87-

EC. X dated 30-9-92 regarding creation of additional 8982 posts in various categories of work charged Estt. and Regular Classified Estt. For the purpose of regularisation of daily rated muster roll workers of CPWD, paper No. 3/6, 3/7.

7. Letter addressed to Director General of Works, CPWD, N. Delhi No. 38/2/87-EC X/BW 2 (ii) dated : 1-9-92 regarding creation of 8982 posts in the work charged establishment of CPWD for the regularisation of Muster Roll Workers of CPWD, paper No. 3/8, 3/9.
8. Copy of decision of the Supreme Court, in Civil Appeal No. S. 5299-5300 of 1993 between Council of Scient. And Indl. Research and Ano. V. Suresh Prasad Thekur and ors., paper No. 3/10-3/14.
9. Office Memorandum of CPWD No. 23/12/83. E.C.X. dated 5-1-1985 regarding payment of wages to different categories of labour employed on muster roll in CPWD, paper No. 3/15, 3/16.
10. Circular of CPWD No. 22/16/89-EC X dated 28/29-12-89 regarding maintenance work in CPWD, paper No. 3/17.

The worker has also filed following documents with his rejoinder :

1. Photo copy of attendance register, paper No. 7/4 to 7/16.
2. Gate pass of the worker, paper No. 7/17.
3. Statement showing the details of daily rated workers employed during 1-8-96, paper No. 7/18.
4. Office Memorandum of CPWD regarding contract labour (Regulation and Abolition) Act, 1970 (31 of 1970), dated 27-12-2002, paper No. 7/19, 7/20.

The management has filed following photostat documents along with its written statement :

1. Hand receipt, paper No. 6/3.
2. Office order of CPWD No. 13(5)/दे. के. स./3066-67 dated 30-3-94, paper No. 6/4.
3. Letter addressed to Karyapalak Engineer, CPWD, Dehradun, dated 23-3-94, paper No. 6/5.
4. Letter of acceptance by Suraj Prakash dated 23-3-94, paper No. 6/6.
5. Letter of acceptance by Raj Kumar dated 23-3-94, paper No. 6/7.
6. Letter of acceptance by Umed Singh dated 23-3-94 paper No. 6/8.
7. Office memorandum of CPWD No. 19/137/2001-EC. X dated 19-11-2001, paper No. 6/9.
8. Office order No. 19/137/2001-EC-10. dated 19-10-2001, paper No. 6/10.
9. Copy of judgement of Hon'ble Andhra Pradesh High Court in W.P. No. 12659 of 2000, paper No. 6/11 to 6/15.

Gone through the written arguments and heard the representation of the workman, worker stated in cross-examination that he came under CPWD in the year 1993. He also stated that he did not apply, nor his name was forwarded by the Employment Exchange. He has further stated that no advertisement published in the newspaper for fulfilling the vacant post of sever man. On a question in cross-examination as how he came for the work in CPWD, the worker stated that he was called by Beldar from his house in the year 1993 and told him that the Saheb has called him for the work and there is the need for a man. Worker has further stated that he went there and started work. He admits that he was not offered any appointment letter, but said he was appointed on the monthly salary of Rs. 1300 on 25-3-93.

Worker has further stated in his cross-examination that his attendance was not marked however the attendance of Beldar, plumber, mansions were marked. He has also admitted that Beldar, plumbers etc. were paid through register and he himself was paid on separate receipts.

Worker has also admitted that he gave a letter dated 23-3-94 stating therein that he is prepared to attend the complaint at the rate of Rs. 60 per complaint in case the work is provided for the whole month, as contractor. He has also admitted that he gave his own quotation together with those of Umed Singh and Suraj Prakash.

Worker has also admitted the fact that he was given a letter that his proposal is accepted and he was informed that he should be paid Rs. 60 per complaint.

In the further cross-examination he was questioned specifically as to till what date and year he worked as contractor, he did not reply in straight forward manner and stated that the sanction was accorded for contract yearly and worked upto 6 years.

Worker was further asked as to after 1-12-98 and onwards under whose contractorship did he worked, he replied that he worked under contractor Rakesh Sharma for 1 1/2 years, who used to pay him as per the daily work. Thereafter he worked with another contractor Malik for a period of 1 1/2 years and thereafter he worked with another contractor Dinesh Nautiyal and now a days he is working for Rajeev Chaudhary, Contractor for which Rajeev Chaudhary is paying.

Opposite party did not produce any evidence however, K.C. Pant, Executive Engineer was summoned by the court whose statement was recorded on 14-9-2004. He was confronted with the paper No. 3/12, which was filed as Annexure A with the statement of claim.

From perusal of the said Annexure 'A' referred above, it appears to be Annexure No. 1 to same paper. It does not bear any date. Sh. K.C. Pant has admitted that he was Asstt. Engineer when the said paper was made. This witness has also stated that the payment was made to Raj Kumar on the basis of quantum of work.

In the aforesaid background the arguments of the worker is to be appreciated. Admittedly there is no appointment letter to prove that the worker is appointed as

sever man on the monthly salary. Admittedly there was no advertisement of vacancy in the newspaper, notifying the vacancy of sever man to be filled. Names of candidates were also not called for from employment exchange. As such it could not said that the worker Raj Kumar was appointed as regular or casual labour to perform the job of sever man.

From the evidence stated above it cannot be said that he was appointed sever man as such, on the contrary it is proved that the worker was called by the Beldar due to exigency of work to attend the complaints. There appears to be no relationship of employer and employee between Raj Kumar and opposite party.

In para 12 of the statement of claim the trade union has mentioned, "that the management on 25-3-93" handed over the work of perennial nature to contractors and the payments were made through so called contractors only with a view to deny employment directly under the management and the said activities of the management is against the provisions of Contract Labour in violation of the Contract-Labour (Regulation & Abolition Act 1970) and those type of employment through Contract Labour is disapproved by the Hon'ble Supreme Court in the matter. as Annexure 'F.'

This goes to show that the management resorted to entrust the work of sever man to contractor on 25-3-93 and as such there is no question of employment of Raj Kumar as employee. The management has argued that Raj Kumar was never employed as sever man. Reason for need of contractor is explained as "In fact the complaint relating to cleaning the sever lines were very small in quantum to justify a full time sever man. Therefore the complaints were attended on the contracted basis with payment as per complaint basis." It is argued that statement of claim is misleading. It is further argued that Shri Raj Kumar was attending complaints on contract basis, hence he could not be treated as ever daily rated worker.

If a person himself opts to attend the complaints on the basis of Rs. 60 per complaint, it does not prove that there is a relationship of employer and employee but it only proves that he was a petty contractor, and a petty contractor in such a case cannot claim equal return to that of sever man.

Raj Kumar has admitted that his attendance was not marked; there is no question of supervision in the case by the opposite party. Certainly where the contractor is engaged to perform a work, then the satisfactory performance is to be ensured before the payment is release to such contractor. In the circumstance it cannot be said that the work of Raj Kumar was supervised by JE/AE of the opposite party.

It is admitted fact that as long as Sh. Raj Kumar was direct contractor, he was attending the complaint himself and after the change of contractor he worked with the contractor and the labour charges were received by him from the contractor. It was not on 1-12-98 that the contract was given, but is proved that prior to it the worker himself was the contractor and not a worker.

From the evidence on the record I come to the conclusion that there was no relationship of employer and employee between Raj Kumar and opposite party. On 25-3-93 itself the job was entrusted to the contractor i.e. Raj Kumar as soon as he failed to obtain the contract, taking the help of DG (W) order and other rules came forward with the plea that he is a worker merely on the ground of Annexure 'A' to the statement of claim, which is not sufficient to prove that he was an employee of the opposite party worker. Raj Kumar was not in service and therefore there arise no question of changing the service condition on 1-12-98. The rule of equal pay for equal work is also not applicable on the present case and there arise no question of providing Raj Kumar permanent service in CPWD. All issues referred, therefore, decided against the worker. The case has no basis. The worker, Raj Kumar is not entitled to any relief.

SHRIKANT SHUKLA, Presiding Officer

13-1-2005
Lucknow

नई दिल्ली, 19 जनवरी, 2005

का०आ० 492.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, जवाहर नवोदय विद्यालय के प्रबंधन के संबंध में नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, लखनऊ (संदर्भ संख्या सी.जी.आई.टी./एल.सी./आर/ 80/2002) को प्रकाशित करती है, जो केन्द्रीय सरकार को 18-01-2005 को प्राप्त हुआ था।

[सं. एल-42012/99/2001-आई.आर. (सीएम-II)]

एन.पी. केशवन, डेस्क अधिकारी

New Delhi, the 19th January, 2005

S.O. 492.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. CGIT/LC/R/80/2002) of the Central Government Industrial Tribunal-cum-Labour Court, Jabalpur as shown in the Annexure, in the Industrial Dispute between the management of Jawahar Navodaya Vidyalaya and their workmen, which was received by the Central Government on 18-01-2005.

[No. L-42012/99/2001-IR(CM-II)]

N. P. KESAVAN, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT,
JABALPUR

Case No. CGIT/LC/R/80/2002

PRESENT:

Shri C.M. Singh, Presiding Officer

Shri Sudheer Kumar Suryawanshi,
Madanpur Road, Ward No. 13,
Waraseoni, Balaghat.

.....Workman

Versus

Shri R.S. Rao, Principal,
Jawahar Navodaya Vidyalaya,
Waraseoni, Balaghat.

The Dy. Director,
N.V.S. Regional Office,
160-Zone-II, MP Nagar,
Bhopal.

.....Management.

AWARD

Passed on this 31st day of December, 2004.

1. This is a reference made by the Government of India, Ministry of Labour, New Delhi vide its notification No. L-42012/99/2001-IR (CM-II) dated 29-5-2002 for adjudication of the following dispute :—

“Whether the action of the Principal, Navodaya Vidyalaya, Waraseoni, Distt. Balaghat (MP) in not regularising the services of Shri S.K. Suryawanshi, as Clerk w.e.f. 8-1-2001 after completion of 240 days attendance and stopping him from services from 18-1-2001 is legal and justified? If not, to what relief the workman is entitled to?”

2. After the reference order was received and registered in this tribunal, notices were issued to the parties to file their respective statement of claims etc. The workman has filed his statement of claim. The case was at the stage of filing written statement on behalf of the management. On 17-2-2004, the date fixed in the case for filing written statement by the management, workman moved application No. 6 with the prayer that the reference be dismissed as during the pendency of reference, the non-applicant has settled the matter on his representation and offered him regular appointment on the post of LDC. This application has not been objected to by the learned counsel for the Non-applicant.

3. It is very clear from the above that the applicant has no interest in prosecuting this reference. Under the circumstances, ‘No Dispute Award’ is passed without any order as to costs.

4. The copy of Award be sent to the Ministry of Labour, New Delhi as per rules.

C.M. SINGH, Presiding Officer

नई दिल्ली, 24 जनवरी, 2005

का०आ० 493.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार भारतीय स्टेट बैंक के प्रबंधन के संबंध में नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में औद्योगिक अधिकरण/श्रम न्यायालय पुणे, के पंचाट (संदर्भ संख्या 356/97) को प्रकाशित करती है, जो केन्द्रीय सरकार को 20-01-2005 को प्राप्त हुआ था।

[सं. एल-12012/9/1996-आई.आर. (बी-I)]

सी. गंगाधरन, अवर सचिव

New Delhi, the 24th January, 2005

S.O. 493.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central

Government hereby publishes the Award (Ref. No. 356/97) of the Labour Court, Pune as shown in the Annexure, in the Industrial Dispute between the employers in relation to the management of State Bank of India and their workman, which was received by the Central Government on 20-01-2005.

[No. L-12012/9/1996-IR(B-I)]

C. GANGADHARAN, Under Secy.

ANNEXURE

**BEFORE MRS. S.S. SAWANT PRESIDING
OFFICERIST LABOUR COURT, PUNE**

Ref. IDA. No. 356/97

Dy. General Manager,
State Bank of India,
East Street, Pune-411001

.....1st Party

AND

Shri Ramkumar Sabhapathy,
Flat No. 7, Sudhir Memories,
Kasturba Co. Op. Hsg. Society,
Vishrantwadi,
Pune-411015

.....2nd Party

AWARD

This reference is made to this Court by Dy. Commr. of Labour Pune under I.D. Act 1947.

Second party has demanded reinstatement with continuity of service and full backwages for the intervening idle period.

Second party absent when called out. Matter is too old. Matter is adjourned since 2001 for evidence of second party. However, second party did not take further steps to proceed with matter and failed to lead evidence. Hence reference stands disposed off for want of prosecution by second party. No cost.

MRS. S. S. SAWANT, Presiding Officer

Pune

Dated : 30-9-2004

नई दिल्ली, 24 जनवरी, 2005

का०आ० 494.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार भारतीय स्टेट बैंक के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में औद्योगिक अधिकरण/श्रम न्यायालय बीकानेर के पंचाट (संदर्भ संख्या 5/1997) को प्रकाशित करती है, जो केन्द्रीय सरकार को 20-01-2005 को प्राप्त हुआ था।

[सं. एल-12012/143/87-आई.आर. (बी-1)]

सी० गंगाधरण, अवर सचिव

New Delhi, the 24th January, 2005

S.O. 494.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 5/1997) of the Industrial Tribunal-cum-Labour-Court,

Bikaner as shown in the annexure in the Industrial Dispute between the employers in relation to the management of State Bank of India and their workman, which was received by the Central Government on 20-01-2005.

[No. L-12012/143/87-IR(B-I)]

C. GANGADHARAN, Under Secy.

अनुबन्ध

औद्योगिक विवाद अधिकरण, बीकानेर

पीठासीन अधिकारी : श्री के०एल० माथुर, आर०एच०जे०एस०

नं०मु० केन्द्रीय औद्योगिक प्रसंग सं० 5 सन् 1997

रामकुमार पुत्र श्री खुशीराम, जाति शर्मा,
निवासी इन्द्रपुरा, तहसील व जिला चूरु,
हाल गनमैन, स्टेट बैंक ऑफ इंडिया,
सार्दुलशहर, जिला श्री गंगानगर

—प्रार्थी/श्रमिक

विरुद्ध

ब्रांच मैनेजर, स्टेट बैंक ऑफ इंडिया,
ब्रांच-चूरु (राजस्थान)

—अप्रार्थी/नियोजक

प्रसंग अन्तर्गत धारा 10(1)(घ), औद्योगिक विवाद
अधिनियम, 1947

उपस्थिति :

1. श्री डी०डी० पारीक, ब्रीफ होल्डर अधिकृत प्रतिनिधि श्री आर०सी० शुक्ला, प्रार्थी श्रमिक की ओर से।
2. श्री हरेन्द्र कुमार महोबिया, अभिभाषक, अप्रार्थी नियोजक के लिये।

अधिनिर्णय

दिनांक 6 अक्टूबर, 2004

केन्द्रीय सरकार के श्रम मंत्रालय, नई दिल्ली द्वारा औद्योगिक विवाद अधिनियम, 1947 (जिसे आगे चल कर केवल अधिनियम कहा जावेगा) की धारा 10 की उपधारा (1) के खण्ड (घ) के अधीन जारी अधिसूचना क्रमांक एल-12012/143/87 दिनांक 21-1-97 द्वारा प्रेषित इस प्रसंग के अन्तर्गत प्रार्थी श्रमिक श्री आर०के० शर्मा की 16-1-85 की सेवामुक्ति के सम्बन्ध में एक विवाद औद्योगिक अधिकरण जयपुर में भेजा था, जो विवाद श्रम मंत्रालय केन्द्रीय सरकार की समसंख्यक अधिसूचना दिनांक 4-4-97 के अनुसरण में औद्योगिक न्यायाधिकरण जयपुर से दिनांक 14-8-97 को इस न्यायालय में स्थानान्तरित होकर अधिनिर्णयार्थ प्राप्त हुआ है, प्रेषित विवाद निम्न प्रकार है :

“Whether the action of the management of State Bank of India, Churu in terminating the services of Shri R.K. Sharma from 16-1-85 and appointing juniors to him is legal and justified? If not, to what relief he is entitled to?”

2. प्रसंग प्राप्त होने पर प्रकरण दर्ज रजिस्टर किया गया, दोनों पक्षकारों द्वारा अपने-अपने लिखित अभिवचन पेश किये गये अर्थात् प्रार्थी श्रमिक रामकुमार द्वारा प्रस्तुत क्लेम विवरण का जबाब अप्रार्थी नियोजक पक्ष द्वारा दिया गया है।

3. संक्षेप में, प्रकरण के तथ्य इस प्रकार से बतलाये गये हैं कि प्रार्थी श्रमिक रामकुमार शर्मा द्वारा इस आशय का क्लेम विवरण प्रस्तुत किया था कि प्रार्थी श्रमिक रामकुमार शर्मा (जिसे आगे चलकर केवल प्रार्थी श्रमिक कहा जावेगा) अप्रार्थी संस्थान—भारतीय स्टेट बैंक चूर (जिसे आगे चलकर केवल अप्रार्थी बैंक कहा जावेगा) के नियोजन में अप्रार्थी के अधीन 5-2-84 को सुरक्षा गार्ड गनमैन के पद पर दैनिक वेतन भोगी श्रमिक नियुक्त हुआ और 15-1-85 तक कार्यरत रहा, दिनांक 16-1-85 से अप्रार्थी द्वारा अपने मौखिक आदेश से उसकी सेवा बतौर छंटनी के समाप्त कर दी और उससे पूर्व अधिनियम एवम् नियम 1957 के आज्ञापक प्रावधानों की पालना नहीं की गयी, इसी दौरान जिला सैनिक बोर्ड के पत्रांक 396-403 दिनांक 7-2-84 द्वारा अप्रार्थी संस्थान के नियोजन में गार्ड पद की भर्ती हेतु सूचित करने पर प्रार्थी ने अपना आवेदन प्रस्तुत किया उसे साक्षात्कार हेतु आमंत्रित किया गया और अप्रार्थी द्वारा 28-2-85 के पत्र से सूचित किया गया कि बैंक में प्रचलित अनुदेशानुसार भूतपूर्व सैनिक जो कि ए०एस०सी० सैन्य निकाय से सम्बन्धित है रक्षक की नियुक्ति के पात्र नहीं है इसके पूर्व ही प्रार्थी की सेवा मौखिक आदेश द्वारा 16-1-85 से बतौर छंटनी के समाप्त की गयी जबकि अप्रार्थी बैंक में गार्ड के स्थाई पद रिक्त रहते हुए, प्रार्थी से कनिष्ठ कर्मचारी को सेवा में बनाये रखने व अवैधानिक रूप से सेवापृथक् करने के पश्चात् उसकी जगह नई नियुक्ति किये जाने पर प्रार्थी द्वारा अपना विवाद सहायक श्रम आयुक्त (केन्द्रीय) जयपुर के समक्ष उठाया जहां से प्रेषित असफल वार्ता प्रतिवेदन पर यह विवाद अधिनिर्णयार्थ भेजने से इंकार करने पर माननीय उच्च न्यायालय के समक्ष प्रस्तुत रिट याचिका सं० 985/88 में पारित निर्णय 1-5-96 की पालना में जयपुर न्यायाधिकरण में भेजा गया था जो प्रार्थी की प्रार्थना पर इस न्यायालय में स्थानान्तरित हुआ है तथा रैफरेंस की कार्यवाही के दौरान 14-1-92 के पत्र द्वारा गार्ड पद भर्ती हेतु साक्षात्कार के लिये आमंत्रित किया और प्रार्थी को गार्ड के लिये योग्य पाये जाने पर पत्र दिनांक 30-3-92 से जारी नियुक्ति आदेश की पालना में प्रार्थी 2-4-92 से अप्रार्थी के नियोजन में नियमित कार्यरत है। अप्रार्थी द्वारा प्रार्थी को सेवामुक्त करने के कारण वह 16-1-85 से 2-4-92 तक की अवधि का समस्त लाभ दिलाये जाने की प्रार्थना करते हुए बताया है कि प्रार्थी को 16-1-85 से मौखिक रूप से सेवा पृथक् करने के पश्चात् अप्रार्थी नियोजक द्वारा श्री दुर्गादान, हरफूलसिंह, मोहनसिंह, श्रीचन्द, मिश्रीलाल तथा छाजुराम व बलबीर को अप्रार्थी संस्थान में विभिन्न जगह गार्ड (गनमैन) के पद पर नियोजित किया एवम् सर्वश्री हरफूलसिंह व दुर्गादान को चुर में नियुक्ति दी जबकि प्रार्थी को जानबूझकर उसके नियोजन के हक से वंचित रखा गया, नियोजक की इस कार्यवाही को श्रमिक विरोधी नीति बताते हुए अधिनियम की धारा 25-जी व एच के विपरीत होने से निरस्त करते हुए 16-1-85 से 3-4-92 तक की अवधि काल के देय समस्त लाभ सहित 16-1-85 से पुनः बहाल करने की प्रार्थना की गयी है।

अप्रार्थी बैंक द्वारा प्रस्तुत उत्तरवाद में प्रार्थी श्रमिक के क्लेम का प्रतिवाद करते हुए 16-1-85 से छंटनी करने के तथ्य को इंकार किया है, 28-2-85 को पत्र जारी करना स्वीकार करते हुए अन्य सभी तथ्यों को इंकार किया है और यह जबाब दिया है कि प्रार्थी चाहा गया अनुतोष प्राप्त करने का अधिकारी नहीं है और अतिरिक्त आपत्तियों में यह भी अंकित किया है कि प्रार्थी ने जब-जब भी कार्य किया उसने गार्ड की लीव वैकेन्सी में निश्चित अवधि के लिये कार्य किया है, उसे मालूम था कि उसने निश्चित अवधि में निश्चित व्यक्ति के छुट्टी पर जाने पर उसके एवज में अस्थायी रूप में कार्य किया है और वह हमेशा उसके संवर्ग में अकेला अस्थायी कनिष्ठ व्यक्ति के रूप में कार्यरत था इस तथ्य को उसने

छुपाया है कि लीव वैकेन्सी में कार्य किया है, शर्तें समाप्त होने पर नवीनीकरण नहीं होने पर हुई सेवा समाप्ति छंटनी की परिभाषा में नहीं आती है, अस्थायी कर्मचारियों की श्रेणी स्थाई कर्मचारियों से भिन्न रखी गयी है, लीव वैकेन्सी में ही नियोजित किया है अतः छंटनी का मामला नहीं बनता है, प्रार्थी ने यह तथ्य भी छुपाया है कि तथाकथित हरफूलसिंह, श्री दुर्गादान, श्री मोहनसिंह, मिश्रीलाल, छाजुराम, बलबीर तथा श्रीचन्द नायक अप्रार्थी के अधीन चूर में कार्यरत नहीं है और उनका मुकाबला प्रार्थी से नहीं हो सकता, स्थाई कर्मचारी की नियुक्ति के अधिकार अप्रार्थी शाखा प्रबन्धक को प्राप्त नहीं हैं। स्थाई कर्मचारी के चयन के नियम बने हुए हैं, निर्धारित प्रक्रिया है जो प्रक्रिया बोर्ड पूर्ण करके ही नियमित स्थाई कर्मचारी की नियुक्ति करता है। जहां तक अप्रार्थी को मालूम हुआ है कि श्री दुर्गादान सीकर शाखा में, श्री मोहनसिंह रायसिंहनगर में, मिश्रीलाल गंगानगर शाखा में, श्री बलबीर भिवाडी शाखा में, छाजुराम अलवर शाखा में तैनात है और यह लोग अप्रार्थी शाखा प्रबन्ध के अधीन नियोजित नहीं हैं, अतः प्रार्थी स्वयं का मुकाबला उनसे नहीं कर सकता है, न्यायालय चयन समिति का कार्य न तो करता है ना ही कर सकता है, धारा 25-जी का उल्लंघन नहीं किया गया है। यूनियन एवम् मैनेजमेंट के मध्य हुए समझौते के बाद जब भी नियोजन किया गया तब प्रार्थी की स्थाई नियुक्ति चयन समिति ने कर दी है। समझौते की शर्तों के अन्तर्गत पीछे की अवधि का क्लेम करने से प्रार्थी एस्टाण्ड है इसलिये भी प्रार्थी श्रमिक कोई अनुतोष प्राप्त करने का अधिकारी नहीं है। अंत में स्वयं के विरुद्ध प्रार्थी का क्लेम खारिज करने की प्रार्थना की गयी है।

5. पक्षकारों द्वारा अपने-अपने पक्ष समर्थन में साक्ष्य पेश की गयी है, प्रार्थी पक्ष की साक्ष्य में स्वयं प्रार्थी श्रमिक रामकुमार ने अपना शपथपत्र पेश किया है जिससे अप्रार्थी पक्ष द्वारा प्रतिपरीक्षण किया गया है। इसके विपरीत अप्रार्थी पक्ष की साक्ष्य के दौरान गवाहन आर०एन० शर्मा तत्कालीन शाखा प्रबन्धक अप्रार्थी चूर बैंक एवम् परशुराम खेमका शाखा प्रबन्धक ने अपने-अपने शपथपत्र प्रस्तुत कराये हैं। जिन दोनों से प्रार्थी पक्ष द्वारा जिरह की गयी है और पक्षकारों द्वारा प्रलेखीय साक्ष्य भी पेश की गयी है।

6. विद्वान पक्षकारों की बहस सुनी गयी एवम् पत्रावली का अवलोकन किया गया। हमारे समक्ष लंबित इस प्रसं. के निस्तारण के लिये प्रमुख रूप से विचारणीय प्रश्न यही है कि :

क्या प्रार्थी श्रमिक श्री रामकुमार शर्मा को अप्रार्थी बैंक द्वारा 16-1-85 से सेवापृथक् करना उचित एवम् वैध था याद नहीं तो प्रार्थी श्रमिक क्या राहत प्राप्त करने का अधिकारी है ?

इस बिन्दु को सिद्ध करने का भार प्रार्थी श्रमिक पर था। इस सम्बन्ध में प्रार्थी रामकुमार शर्मा ने साक्ष्य के दौरान प्रस्तुत किये गये अपने शपथपत्र में क्लेम के तथ्यों की पुनरावृत्ति करते हुए स्वयं को सेना से 1-6-79 से सेवानिवृत्त होना एवम् अप्रार्थी बैंक की नीति के अनुसार 5-2-84 से अप्रार्थी के अधीन मौखिक आदेश से दैनिक वेतन सुरक्षा गार्ड के स्थाई पद पर नियुक्ति होना बताया और यह भी अंकित किया है कि उस समय वृत्त में 11 सुरक्षा गार्ड व 2 मैसेन्जर के पद रिक्त थे। प्रार्थी की उक्त नियुक्ति को स्थाईकरण करने के लिये जिला सैनिक बोर्ड ने पत्र प्रदर्श डब्ल्यू-1 दिया जो प्रार्थी ने बैंक द्वारा प्रदत्त किये गये अनुभव प्रमाणपत्र के साथ अप्रार्थी बैंक को प्रेषित कर दिया। इस पर गार्ड के पद पर स्थाई नियुक्ति हेतु साक्षात्कार के लिये प्रदर्श डब्ल्यू-3 द्वारा आमंत्रित किया जहां प्रार्थी 11-6-84 को उपस्थित हुआ। प्रार्थी ने अपनी नियुक्ति दिनांक 5-2-84 से 16-1-85 तक निष्ठा और मुस्तैदी से कार्य किया। दुर्गादान भी आर्मी सर्विस कौर में नियुक्त कमी हैं जिसे सुरक्षा गार्ड के

स्थाई पद पर नियुक्ति दी गई थी और 16-1-85 को अप्राथी द्वारा प्राथी को बिना कोई कारण बताये व सुरक्षा गार्ड को वरिष्ठता सूची प्रकाशित किये 16-1-85 से प्राथी को मौखिक आदेश से सेवामुक्त कर दिया और एक माह का नोटिस अथवा नोटिस वेतन एवम् सेवा सम्बन्धित मुआवजा भी नहीं दिया। प्राथी अधिकारियों से बहाली हेतु निरन्तर प्रार्थना करता रहा परन्तु प्राथी को बहाल नहीं किया और प्राथी को सेवामुक्ति के पश्चात् सर्वश्री मोहन सिंह, श्रीचन्द, मिश्रीलाल, बलबीर, छाजुराम आदि को अन्यत्र सुरक्षा गार्ड के पद पर नियुक्तियां प्रदान कर दी गयीं जबकि 11-6-84 को प्राथी सुरक्षा गार्ड के पद हेतु साक्षात्कार दे चुका था, प्राथी द्वारा इस विसंगति के सम्बन्ध में प्रतिवेदन प्रस्तुत करने पर कार्मिक प्रबन्धक के पत्र प्रदर्श डब्ल्यू-4 व 5 द्वारा सूचित किया गया कि ए०एस०सी० सैन्य निकाय से सम्बन्धित भूतपूर्व सैनिकों को सुरक्षा गार्ड के पद पर नियुक्ति के पात्र नहीं माना जाता है जबकि इसी सैन्य निकाय से सम्बन्धित अन्य व्यक्तियों श्री दुर्गादान आदि को नियुक्तियां दी गयीं और अन्य स्थानों से चूह स्थानान्तरित किया गया। प्रदर्श डब्ल्यू-6-7-8 से स्पष्ट है कि ए०एस०सी० से सेवानिवृत्त सैनिक अप्राथी बैंक व अन्य बैंकों में सुरक्षा गार्ड के पद पर नियुक्त हैं। 16-1-85 से इस सेवामुक्ति के सम्बन्ध में प्राथी द्वारा 25-10-86 को विवाद प्रस्तुत किया जिसमें असफल समझौता वार्ता केन्द्रीय सरकार को 8-5-87 को प्राप्त हुई परन्तु केन्द्रीय सरकार द्वारा विवाद अधिकरण को प्रेषित करने से इन्कार करने पर माननीय राजस्थान उच्च न्यायालय में रिट याचिका प्रस्तुत की गयी जिसमें केन्द्रीय सरकार को उसकी सेवामुक्ति 16-1-85 से सम्बन्धित विवाद अधिनियमार्थ प्रेषित करने का निर्देश दिया गया जिस पर विवाद केन्द्रीय सरकार श्रम न्यायालय जोधपुर 21-1-97 को प्रेषित किया था जो 4-4-97 को इस अधिकरण में स्थानान्तरित हुआ है। मेरी सेवामुक्ति 16-1-85 प्रथमदृष्टया अनुचित एवम् अवैध थी इसी कारण सुरक्षा गार्ड के पद हेतु पुनः साक्षात्कार लिया गया और 2-4-92 से नई नियुक्ति करने की योजना की गयी और मैं 3-4-92 से अप्राथी बैंक की सार्दुलशहर शाखा में कार्यरत हूँ। मैं 16-1-85 से 2-4-92 तक बेरोजगार रहा हूँ और इस दौरान आर्थिक कठिनाई उठाई है फिर भी अप्राथी ने मुझे पेशान व हैरान करने के लिये प्रदर्श डब्ल्यू-9 व 10 जारी किये हैं। गवाह ने प्रतिपरीक्षण में बताया है कि मेरे द्वारा किये गये गार्ड के कार्य का इन्द्राज प्रदर्श एम-1 में होता था परन्तु मैसेन्जर के कार्य का इन्द्राज नहीं होता था। क्लेम में मैंने मेरे द्वारा मैसेन्जर के कार्य का उल्लेख भूल से रह गया है तथा शपथपत्र में भी मैसेन्जर के कार्य करने का उल्लेख नहीं किया गया है, इस शपथपत्र में भी कोई उल्लेख नहीं किया गया है। यह सही है कि गार्ड की अस्थाई नियुक्ति के लिए बैंक मैनेजर ही नियुक्ति देते हैं और अस्थाई नियुक्ति बॉर्ड द्वारा की जाती है। पत्र प्रदर्श डब्ल्यू-4 व 5 प्राप्त हुए थे, मैं सेना में आर्मी सर्विस कौर में था जिसमें गन लेकर चौकी पर ले जाना और इसके बाद पुनः खाली होने पर सफाई करके पुनः जवानों के पास ले जाने का काम था। मैंने 1965 व 1971 के युद्ध में भाग लिया था जिसका उल्लेख डिस्चार्ज बुक में होता है जो मैंने बैंक में पेश कर दिया था। यह कहना गलत है कि किसी गार्ड के नहीं आने पर मैं काम करता हूँ, मुझे 5 दिन गार्ड की और 2 दिन मैसेन्जर की ड्यूटी लेते थे। मुझे गार्ड की ड्यूटी का पैमेन्ट मिल चुका है, मैसेन्जर के काम का वेतन नहीं मिला है। मैं अस्थाई व्यक्ति था, मैसेन्जर का भुगतान नहीं मिलने की मैंने कोई शिकायत नहीं की। मैं दिनांक 2-4-92 से लगातार सार्दुलशहर भारतीय स्टेट बैंक शाखा में काम कर रहा हूँ। 16-1-85 से 1-4-92 के बीच मैं घर पर हो रहा कहीं पर काम नहीं किया। 15-1-85 के बाद मुझे कनिष्ठ कोई गार्ड नियुक्त नहीं हुआ। अस्थाई गार्ड के रूप में हरफूलसिंह व अन्य को इस शाखा में नियुक्ति दी गयी है। इनको अस्थाई गार्ड के पद पर नहीं रखा था। इनकी नियुक्ति बोर्ड द्वारा

इण्टरव्यू करके की गयी थी। हरफूलसिंह व श्योनारायण की नियुक्ति बोर्ड द्वारा चयन करने के उपरान्त मुझे निकालने के बाद चूह शाखा में 2-4 महीनों के बाद की गयी थी। इस बाबत मैंने कोई कागजात पेश नहीं किये हैं।

इसी सम्बन्ध में नियोजक के गवाह आर०एन० शर्मा ने अपने शपथपत्र में जवाब के तथ्यों की पुनरावृत्ति करते हुए बताया कि यह गलत है कि 5-2-85 से प्राथी को सुरक्षगार्ड गनमैन के पद पर नियुक्त किया हो और वह 15-1-85 तक लगातार कार्यरत रहा हो, सुरक्षा गार्ड की ड्यूटी मैसेन्जर की नहीं होती है। यह गलत है कि 16-1-85 से अप्राथी के मौखिक आदेश से प्राथी की सेवायें बतौर छंटनी समाप्त की हों। प्राथी ने पिछले एक वर्ष में 240 दिन लगातार कार्य नहीं किया था। यह कहना गलत है कि बैंक में अस्थाई पद होते हुए भी प्राथी को सेवामुक्त करके कनिष्ठ कर्मचारियों की सेवा में बनाये रखा हो और नई नियुक्तियां दी गयी हों और इसी कारण प्राथी ने सहायक श्रम आयुक्त जयपुर के समक्ष विवाद उठाया हो। यह गलत है कि प्राथी को सेवा की निरन्तरता और वरिष्ठता तथा सभी देय लाभों से वंचित होना पड़ा। प्राथी 16-1-85 से 2-4-92 तक की अवधि में बकाया वेतन भरे, सेवा की निरन्तरता व वरिष्ठता का लाभ प्राप्त करने का अधिकारी नहीं है। यह गलत है कि अप्राथी द्वारा प्राथी को अवैध, अनुचित व गैर कानूनी रूप से सेवा से पृथक् किया हो। प्राथी ने यह तथ्य छुपाये हैं कि उसने जब भी कार्य किया तब किसी अन्य गार्ड की लीव बैंकेन्सी में निश्चित अवधि के लिये अस्थाई रूप से ही कार्य किया जिसकी जानकारी प्राथी को थी। प्राथी हमेशा उसके संवर्ग में अकेला अस्थाई कनिष्ठ व्यक्ति के रूप में कार्य करता था। एक प्रकार से प्राथी आवश्यकता होने पर बदली कर्मचारी के रूप में कार्य करता था, समझौते में अस्थाई कर्मचारियों की श्रेणी अस्थाई कर्मचारी से भिन्न रखी गयी है। वर्ष 1985 तक प्राथी को जब-जब रखा गया अस्थाई तौर पर निश्चित अवधि के लिये लीव बैंकेन्सी में ही रखा गया था जो सेवामुक्ति का मामला नहीं बनता है, प्राथी का हाजरी रजिस्टर प्रदर्श एम-1 है। हरफूलसिंह पुत्र शिवनारायण नाम का कोई गार्ड अप्राथी के यहां चूह में कार्यरत नहीं रहा। प्राथी ने यह तथ्य छुपाया है कि हरफूलसिंह, दुर्गादान, मोहनसिंह, मिश्रीलाल, छाजुराम, बलबीर तथा श्रीचन्द नायक अप्राथी के अधीन चूह में कार्यरत नहीं रहे थे और अन्यत्र कार्यरत रहे कर्मचारियों का मुकाबला प्राथी से नहीं हो सकता। अस्थाई कर्मचारी की नियुक्ति के अधिकार अप्राथी शाखा प्रबन्धक चूह को नहीं है, अस्थाई कर्मचारियों के चयन के लिये नियम व प्रक्रिया बनी हुई है जो प्रक्रिया पूर्ण करके ही अस्थाई कर्मचारी नियुक्त किये जाते हैं, अप्राथी की जानकारी के अनुसार श्री दुर्गादान सीकर शाखा में, मोहनसिंह रायसिंहनगर शाखा में, हरफूलसिंह रतनगढ़ शाखा में, मिश्रीलाल गंगानगर शाखा में, बलबीर भिवाड़ी शाखा में और छाजुराम अलवर महल चौक शाखा में तैनात हैं जो अप्राथी शाखा प्रबन्धक चूह के अधीन नियोजित नहीं रहे, प्राथी इनसे मुकाबला नहीं कर सकता। अप्राथी अस्थाई नियमित कर्मचारियों की नियुक्ति हेतु सक्षम व्यक्ति नहीं है बल्कि उसकी नियुक्ति साक्षात्कार व चयन समिति करती है, प्राथी का जब से चयन हुआ तब से वह कार्यरत है। न्यायालय चयन कमेटी का कार्य नहीं कर सकता है। प्राथी ने ऐसे किसी कर्मचारी का नाम नहीं बताया है जो 18-1-85 को प्राथी से कनिष्ठ सुरक्षा गार्ड हो और चूह शाखा में कार्यरत हो। दुर्गादान को चयन 7-4-80, हरफूल, मूलचन्द व श्योनारायण को जून, 84 में चयनित किया गया था। मोहनसिंह को बोकानेर के लिये 26-11-87 को छाजुराम को सार्दुलशहर के लिये 22-5-90 को व मिश्रीलाल को 1993 में चयनित किया गया था। इनमें से किसी भी व्यक्ति की नियुक्ति शाखा प्रबंधक द्वारा नहीं की गयी है। बैंक का सेटलमेंट प्रदर्श एम-2, एग्रीमेंट प्रदर्श एम-3 व पत्र प्रदर्श एम-4 व 6 तथा रामकुमार का

प्रार्थना पत्र प्रदर्श एम-5 है। शाखा प्रबन्धक द्वारा अल्प अवधि के लिये बदली के रूप में अस्थाई तौर पर आवश्यकतानुसार पूर्व स्वीकृति पर काम चलाने के लिये नियुक्ति की जाती है जो निश्चित अवधि के बाद स्वतः ही समाप्त हो जाती है। गवाह ने प्रतिपरीक्षण में बताया कि रामकुमार को काम पर मेरे पूर्व मैनेजर ने नियुक्त किया था। प्रदर्श डब्ल्यू-2 पर ए तथा बी मेरे हस्ताक्षर हैं जो प्रमाण पत्र सही हैं, मैंने मेरे चूरु कार्यकाल में दुर्गादान को नियुक्त नहीं किया। उस समय चूरु में दो पद मैनेजर के और तीन पद सुरक्षा गार्ड के थे जिन पर तीन आदमी लगे हुए थे। यह कहना गलत है कि चूरु में उस समय सुरक्षा गार्ड के 11 पद हों। रामकुमार को हटाने समय 16-1-85 को मैं चूरु बैंक में मैनेजर नहीं था। रामकुमार बदली श्रमिक था इसलिए जितने दिन काम किया उतने दिनों का भुगतान किया जा चुका है। मोहनसिंह, श्रीचन्द, मिश्रीलाल, बलबीर, छजुराम, हरफूलसिंह व शिवनारायण की नियुक्ति चूरु में नहीं हुई है, नियुक्ति देने का काम रिक्रूटमेंट सेल (रीजनल सेल) जयपुर का है।

इसी सम्बन्ध में नियोजक के एक अन्य साक्षी परशुराम खेमका ने भी अपने शपथपत्र में जबाब के तथ्यों की पुनरावृत्ति करते हुए बताया है कि मेरे समय में रामकुमार शर्मा से मैनेजर के पद का काम नहीं करवाया गया। जब कोई अन्य गार्ड नहीं आता था तब उसकी लीव वैकेन्सी में ही अस्थाई निश्चित अवधि के लिये ही प्रार्थी से काम करवाया जाता था। जिसका इन्ड्राज प्रदर्श एम-1 रजिस्टर में है एवम् फोटो प्रति प्रदर्श एम-1/1ए से एम-4ए है। यह गलत है कि 16-1-85 से पूर्व प्रार्थी ने 240 दिन लगातार काम किया हो और मैंने 16-1-85 से रामकुमार की सेवायें समाप्त की हों। प्रार्थी को यह मालूम था कि उसे 15-1-85 तक लीव वैकेन्सी में ही काम करना है इसलिए वह स्वयं ही 16-1-85 से कार्य पर उपस्थित नहीं आया। मेरे कार्यकाल में कोई वैकेन्सी नहीं निकली तथा जब भी लीव वैकेन्सी होती तो हम गार्ड के काम के लिये रख लेते थे। मेरी कार्य अवधि में रामकुमार से कनिष्ठ कोई व्यक्ति कार्यरत नहीं था। मैं दिनांक 5-2-84 को चूरु शाखा में पदस्थापित नहीं था। मैंने जुलाई 84 में ड्यूटी प्वाइन की थी तब रामकुमार शर्मा वहां पदस्थापित नहीं था। रामकुमार ने मेरे कार्यकाल में 22-7-84, 24-7-84, 15/16-10-84, 22/23-10-84, 7-11-84, 12/13-11-84, 19-11-84, 21-11-84, 11/12-12-84, 17-12-84, 27-12-84, 7-1-85, 8-1-85, 9-1-85 एवम् 15-1-85 को मेरे कार्यकाल में कार्य किया है जो लीव वैकेन्सी की एवज में काम किया है। किन्-किन गार्ड की एवज में काम किया है नाम याद नहीं है। रामकुमार से गार्ड रजिस्टर में उपस्थिति लगाकर कार्य लिया जाता था। यह कहना गलत है कि रामकुमार रोजाना मेरे पास आकर अपनी हाजरी देता हो, मेरे हिसाब से रामकुमार ने मेरे अधीन कुल 19 दिन ही काम किया है और 16-1-85 के बाद मेरे कार्यकाल में कोई लीव वैकेन्सी नहीं हुई। दुर्गादान की नियुक्ति 1980 के आस-पास गुजरात में हुई थी। गार्ड या गनमैन की नियुक्ति के लिये अलग से चयन समिति है जिसकी अलग प्रक्रिया है। यह सही है कि चैस्ट ब्रांच में कम से कम तीन गार्ड होने चाहिए तथा तीन गार्ड से कम होने पर अस्थाई लीव वैकेन्सी पर अस्थाई गार्ड रखे जाते हैं एवम् गार्ड की कमी को पूरा करने का अधिकार मैनेजर को है।

7. विद्वान पक्षकारों की बहस एवम् पत्रावली के अवलोकन से हम देखते हैं कि प्रार्थी ने तो गार्ड के स्थाई पद पर अपनी नियुक्ति 5-2-84 से होनी एवम् 15-1-85 तक निरन्तर इस पद पर कार्य करना एवम् 16-1-85 से अपनी सेवायें समाप्त करना बतलाया है, गार्ड के रिक्त पद पर आवेदन प्रदर्श डब्ल्यू-1 बतलाता है तथा श्रमिक की

प्रार्थना पर ही नियोजक द्वारा श्रमिक की उपस्थिति बाबत रजिस्टर प्रदर्श एम-1 प्रस्तुत किया गया है। नियोजक के साक्षी परशुराम खेमका के ब्यान से यह सिद्ध होता है कि उसके अधीन श्रमिक ने लीव वैकेन्सी की एवज में कुल 19 दिन ही काम किया है। इस तथ्य का श्रमिक ने जरा भी खण्डन नहीं किया है और श्रमिक ने नियोजक द्वारा प्रस्तुत रजिस्टर प्रदर्श एम-1 का बिल्कुल भी खंडन नहीं किया है। प्रदर्श एम-1 रजिस्टर के अवलोकन से पाया जाता है कि श्रमिक का कार्यकाल लगातार नहीं था वर्ष 84 में फरवरी माह में श्रमिक का कार्यकाल 5-6-7-13-16-17-18-19-20-26-27 तिथियों का था। इसी प्रकार मार्च 84 में कार्यकाल 2-3-6-7-8-9-12-13-15-16-19-20-25-30 व 31 मार्च का ही था। ऐसी ही स्थिति माह अप्रैल, मई, जून, जुलाई, अक्टूबर, नवम्बर, दिसम्बर 84 व जनवरी 85 की है। अर्थात् प्रार्थी श्रमिक द्वारा किसी भी माह में पूरे माह तक कार्य करना प्रमाणित नहीं होता है ऐसे में नियोजक के इस कथन को बल मिलता है कि प्रार्थी की नियुक्ति बदली श्रमिक के रूप में की गयी थी। अर्थात् जब कोई सुरक्षा गार्ड अनुपस्थित होता था तो अस्थाई तौर पर निश्चित अवधि के लिये प्रार्थी की बदली श्रमिक के रूप में सुरक्षा गार्ड के पद पर नियुक्त किया जाता था एवम् स्थाई नियुक्ति के अधिकार शाखा प्रबन्धक को नहीं है, स्वयं प्रार्थी स्वीकार करता है कि स्थाई गार्ड के पद पर नियुक्ति बोर्ड द्वारा ही की जाती है और वह स्वयं भी बोर्ड में साक्षात्कार देने गया था। प्रदर्श एम-1 से प्रार्थी श्रमिक द्वारा मैनेजर की ड्यूटी देना प्रमाणित नहीं होता है। प्रार्थी ने किसी भी रूप में यह सिद्ध नहीं किया है कि उसकी सेवा समाप्ति के समय उससे कनिष्ठ गार्ड अप्रार्थी के अधीन कार्यरत था। प्रार्थी ने ऐसे किसी कर्मकार का नाम भी नहीं बताया है जो प्रार्थी से कनिष्ठ हो और 16-1-85 को अप्रार्थी के नियोजन में कार्यरत हो। प्रार्थी ने जिन अन्य श्रमिकों का उल्लेख किया है उनकी नियुक्ति अप्रार्थी शाखा प्रबन्धक चूरु के अधीन होना एवम् शाखा प्रबन्धक द्वारा किया जाना किसी भी रूप में प्रमाणित नहीं होता है। स्वयं प्रार्थी ने अपने शपथपत्र की चरण सं० 13 में स्वीकार किया है कि सुरक्षा गार्ड के पद पर प्रार्थी का साक्षात्कार लिया जाकर उसे चयनित किया गया और उसे 2-4-92 से नियुक्ति दी गयी। परन्तु प्रार्थी ने यह नहीं बताया है कि यह नियुक्ति क्या शाखा प्रबन्धक चूरु द्वारा दी गई है बल्कि प्रार्थी ने स्वीकार किया है कि वह साक्षात्कार के पश्चात् 3-4-92 से अप्रार्थी बैंक को सार्दुलशहर शाखा में सुरक्षा गार्ड के पद पर कार्यरत है। इससे यह भी स्पष्ट होता है कि अप्रार्थी शाखा प्रबन्धक चूरु स्वयं से भिन्न ईकाई शाखा शादुलपुर में प्रार्थी को नियुक्त कैसे कर सकता है।

इस उपरोक्त विवेचन से एक तथ्य भली प्रकार सिद्ध होता है कि अप्रार्थी व्यवस्थापक भारतीय स्टेट बैंक चूरु प्रार्थी को स्थाई नियुक्ति देने में किसी भी रूप में सक्षम नहीं था। शाखा प्रबन्धक द्वारा केवल लीव वैकेन्सी के आधार पर बदली श्रमिक के आधार पर ही अस्थाई तौर पर सुरक्षा गार्ड के पद पर नियुक्ति की जाती है। जब प्रार्थी की बदली श्रमिक के रूप में ही नियुक्त किया गया था तो उक्त अस्थाई अवधि समाप्त होने पर प्रार्थी का अस्थाई कार्यकाल 16-1-85 से आगे नहीं बढ़ाने के कारण हुई सेवामुक्ति को छंटनी नहीं माना जा सकता। इस प्रकरण में विचारणीय बिन्दु यही है कि क्या प्रार्थी से कनिष्ठ कर्मकारों को सेवा में रखते हुए प्रार्थी को सेवामुक्त किया गया। इसकी पुष्टि में प्रार्थी ने तो किसी प्रकार की कोई सारवान साक्ष्य अथवा प्रमाण प्रस्तुत नहीं किया है। प्रस्तुत साक्ष्य से तो अप्रार्थी द्वारा प्रार्थी की सेवामुक्ति अथवा छंटनी करना ही नहीं पाया जाता है। अतः तथ्यों की भिन्नता के कारण 1997(2) एल०एल०एन० 31 में सेंट्रल बैंक ऑफ इंडिया विरुद्ध एस० सत्यम व अन्य के प्रकरण में माननीय उच्चतम न्यायालय द्वारा

एवम् 2002(2) एल०एल०एन० 700 में अरावली क्षेत्रीय ग्रामीण बैंक विरुद्ध पीठासीन अधिकारी, केन्द्रीय औद्योगिक न्यायाधिकरण व अन्य के प्रकरण में माननीय राजस्थान उच्च न्यायालय द्वारा प्रतिपादित सिद्धान्त का लाभ प्रार्थी को नहीं दिया जा सकता है। प्रार्थी ने बदली श्रमिक के रूप में भी 240 दिन कार्य नहीं किया है। प्रार्थी कोई अनुतोष प्राप्त करने का अधिकारी नहीं है। प्रार्थी यह सिद्ध नहीं कर सका है कि 16-1-85 से उसकी सेवाएं बतौर छंटनी समाप्त की गयीं एवम् प्रार्थी से कनिष्ठ कर्मकारों को सेवा में नियोजित रखा। अतः प्रार्थी कोई राहत व राशि प्राप्त करने का अधिकारी नहीं है।

8. अतः केन्द्रीय सरकार द्वारा प्रेषित इस प्रसंग को उचित करते हुए यह पंचाट इस प्रकार पारित किया जाता है कि प्रार्थी श्रमिक आर०के० शर्मा को अप्रार्थी प्रबन्धक, भारतीय स्टेट बैंक चूरू द्वारा 16-1-85 से बतौर छंटनी सेवामुक्त किया जाना प्रमाणित नहीं है एवम् प्रार्थी से कनिष्ठ कर्मकारों को सेवा में नियोजित नहीं रखा है। अतः प्रार्थी कोई राहत व राशि प्राप्त करने का अधिकारी नहीं है।

उक्त अधिनियम अधिनियम की धारा 17(1) के अन्तर्गत प्रकाशनार्थ केन्द्रीय सरकार को भेजा जावे।

9. आज्ञा आज दिनांक 6-10-2004 को विवृत न्यायालय में सुनाई गई।

के० एल० माथुर, न्यायाधीश

नई दिल्ली, 24 जनवरी, 2005

का०आ० 495.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार उत्तर रेलवे के प्रबंधन के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय लखनऊ के पंचाट (संदर्भ संख्या 59/2003) को प्रकाशित करती है, जो केन्द्रीय सरकार को 20-01-2005 को प्राप्त हुआ था।

[सं. एल-41012/215/2002-आई.आर. (बी-1)]

बी०एम० डेविड, अवर सचिव

New Delhi, the 24th January, 2005

S.O. 495.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (I.D. No. 59/2003) of the Central Government Industrial Tribunal/Labour Court, Lucknow now as shown in the Annexure, in the Industrial Dispute between the employers in relation to the management of Northern Railway and their workman, which was received by the Central Government on 20-01-05.

[No. L-41012/215/2002-IR (B-I)]

B. M. DAVID, Under Secy.

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, LUCKNOW

PRESENT:

SHRIKANT SHUKLA, Presiding Officer

LD. No. : 59/2003

Ref. No : L-42012/215/2002-IR (B-I)

Dated : 13-5-2003

BETWEEN:

The Divisional Organization Secretary,
Uttar Railway Karmchari Union,
283/63, Kha Garhi Kanora (Premvati Nagar)
PO-Manaknagar, Lucknow-226001

(In matter of Ram Adhar Mishra)

AND

The Sr. Divisional Personnel Officer,
Northern Railway, DRM Office,
Hazratganj, Lucknow-226001/DME (P)

AWARD

The Government of India, Ministry of Labour vide their order No. L-41012/215/2002 (IR (B-I) dated 13-5-2003 has referred following issue for adjudication to the Presiding Officer, Central Government Industrial Tribunal-cum-Labour Court, Lucknow.

"क्या प्रबन्धन उत्तर रेलवे, लखनऊ द्वारा श्री राम अधार मिश्रा पुत्र श्री यदु मिश्रा को वर्ष 1996 से 'शन्टर' पद पर पदोन्नति नहीं किया जाना न्यायोचित तथा न्यायसंगत है? यदि नहीं तो कर्मकार किस अनुतोष का अधिकारी है?"

Brief facts of trade union are that worker, Shri Ram Adhar Mishra was selected as cleaner at Serial No. 1 of the panel in the year 1978-79. Further, he was promoted as second fire man on 25-5-83 and again on 20-9-89 he was promoted to post of first fire man and vide letter No. 847 E/1-4/First Fire Man/Diesel Asstt. dated 7-7-93, he was made as Diesel Asstt. Juniors to Shri Ram Adhar Mishra were promoted as Shunter in the year 1996 but Shri Ram Adhar Mishra was not promoted though he was senior to those promoted in the year 96. It is further alleged that the worker was promoted in the year 98 as Shunter.

The opposite party has filed written statement and has denied the claim of the worker and it has been alleged that Shri Ram Adhar Mishra was guilty and punished by Railway management after issuing the SF-5. The Railway management imposed the punishment for two years w.e.f. 11-4-96. The worker preferred the departmental appeal under D & A Rules and the punishment was reduced for one year instead of two years lower grade. This real fact is concealed by the worker union and raised the present industrial dispute on the fake and frivolous grounds. On the basis of aforesaid punishment the worker, Shri Ram Adhar Mishra could not be promoted in year 1996 as Shunter along with other junior workers. The Railway management promoted the workman on the post of Shunter on 12-11-97 when the punishment was completed and provided him all benefits according to the rules. It is also pointed out that Shri Ram Adhar Mishra is posted as Driver Goods w.e.f. 25-3-03 by Railway management and no discrimination against the workman is done by Railway management.

The trade union has filed rejoinder and has not specifically denied the punishment imposed upon him. However, in para 5 of the rejoinder the trade union has alleged that the worker ought to have been made Shunter in the year 1998.

The worker has filed photo state copy of Notice No. 755 E/1-3/88 dated 29-9-89, wherein the name of Shri Ram Adhar Mishra finds place at serial No. 177. The trade union has also filed the photo copy of Notice No. 757 E/1-1/Dr. Goods dated 4-8-98 regarding posting of Driver Goods.

The worker has also filed photo state copy of Northern Railway letter No. 220-E/1-5/Screening/Confdl/79. dated 23-10-79, regarding panel (Screened lists) of loco cleaners and other class IV categories in Mechanical Loco Deptt., together with statement showing names of candidates found suitable by the screening committee for the post of Cleaners in Mech. (Loco) Department, wherein the name of worker finds place at serial No. 1.

The opposite party has filed the carbon copy of letter of Northern Railway No. E/A.K. Mishra/Shunter/Loose dated 26-12-2003, wherein it is written that Shri Ram Adhar Mishra could not be promoted as Shunter in the year 1996 as he was punished and as a result of his appeal the punishment was reduced for 1 year and due to this reason Shri Ram Adhar Mishra was not promoted in the year 1996. It is further written that immediately after punishment was over Shri Ram Adhar Mishra was promoted on 12-11-97.

The trade union has not examined the worker to disprove that he punished on 11-4-96 and thereafter he was promoted on 12-11-97. The worker has not specifically denied the allegation of punishment.

The issue referred is whether the action of the Northern Railway management is not promoting the worker, Shri Ram Adhar Mishra in the year 1996 is legal and proper. Since the worker was punished in the year 1996 and after the punishment period was over he was promoted on 12-11-97. Therefore, the action of the management is not illegal or unjustified.

The worker in para 5 of rejoinder has alleged that the worker ought to have been promoted in the year 98 as Shunter. It is noteworthy that worker has been promoted as Shunter on 12-11-97.

On the discussion I come to conclusion that the management's action in not promoting the worker as Shunter in year 1996 is neither illegal nor unjustified. The issue is therefore, answered in affirmative and the worker therefore is not entitled to any relief.

10-1-2005

Lucknow

SHRIKANT SHUKLA, Presiding Officer

नई दिल्ली, 24 जनवरी, 2005

का.आ. 496.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार केनरा बैंक के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय बेंगलूर के पंचाट (संदर्भ संख्या 32/2004) को प्रकाशित करती है, जो केन्द्रीय सरकार को 20-1-2005 को प्राप्त हुआ था।

[सं. एल-12011/9/2004-आई. आर. (बी.-II)]

सी. गंगाधरण, अवर सचिव

New Delhi, the 24th January, 2005

S.O. 496.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 32/2004) of the Central Government Industrial Tribunal-cum-Labour Court Bangalore as shown in the Annexure in the Industrial Dispute between the management of Canara Bank and their workman, which was received by the Central Government on 20-1-2005

[No. L-12011/9/2004-IR(B-II)]

C. GANGADHARAN, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT

“Shram Sadan”,
G.G. Palya, Tumkur Road,
Yeshwantpur, Bangalore-560 022.

DATED : 12th January 2005

PRESENT : Shri A. R SIDDIQUI, Presiding Officer

C. R. No. 32/2004

I Party

The State Secretary,
Canara Bank Employees Union
C. S. Sadan, II Floor, No. 88,
J. C. Road, Shell House,
BANGALORE -560 002.

II Party

The Management,
Canara Bank,
Head Office, No. 112,
J C Road, P B. No. 6648,
BANGALORE- 560 002.

APPEARANCES :

I Party

Shri N. S. Narasimha
Swamy Advocate

II Party

Shri T. R. K. Prasad
Advocate

AWARD

1. The Central Government by exercising the powers conferred by Clause (d) of sub-section (1) and sub-section 2A of the Section 10 of the Industrial Disputes Act, 1947 has referred this dispute vide Order No. L-12011/9/2004/IR(B-II) dated 2-06-2004 for adjudication on the following schedule :

SCHEDULE

“Whether the management of Canara Bank is justified in denying regularization of services of Sh. Channavenkataiah, Parttime employee of Suggenahalli Branch w.e.f. 27-8-1998? If not, what relief the workman is entitled to and from which date?”

2. After the receipt of the reference from the Government, it was registered and notices were taken against the parties. Both the parties made appearances through counsels. From 31-08-2004 till 06-12-2004 case under went several adjournments giving opportunity to the I party to register his Claim Statement, but he failed to do so. II party management also have not filed their Counter Statement.

3. In the instant case though as per the points of reference preliminary burden was cast upon the management to justify its action in denying Regularizations of Services of the I party workman, but, at the same time, it was the burden duty for the I party workman to have put forth his claim giving out facts on the basis of which he claimed Regularization of his services by the Management. For the conduct of the I party workman in not filing his Claim Statement despite the reasonable opportunity was given to him to do so, what appears that he is no more interested in the prosecution of his case. Therefore, no useful purpose will be served in keeping the case any more pending. Hence, the following award :

ORDER

Reference is rejected for non-prosecution.

(Dictated to the L.D.C. transcribed by him, correct and signed by me on 12th January, 2005)

A. R. SIDDIQUI, Presiding Officer

नई दिल्ली, 24 जनवरी, 2005

का.आ. 497.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार सीनियर सुपरिन्टेन्डेंट ऑफ पोस्ट ऑफिसों के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवादों में केन्द्रीय सरकार औद्योगिक अधिकरण, बैंगलूर के पंचाट (संदर्भ संख्या 14/2000) को प्रकाशित करती है, जो केन्द्रीय सरकार को 24-1-2005 को प्राप्त हुआ था।

[सं. एल-40012/321/99-आई. आर. (डी यू.)]

कुलदीप राय वर्मा, डेस्क अधिकारी

New Delhi, the 24th January, 2005

S.O. 497.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 14/2000) of the Central Government Industrial Tribunal/Labour Court, Bangalore now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Sr. Superintendent of Post offices and their workman, which was received by the Central Government on 24-1-05.

[No. L-40012/321/99-IR(DU)]

KULDIP RAI VERMA, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT

“SHRAM SADAN”,

III MAIN, III CROSS, II PHASE, TUMKUR ROAD,
YESHWANTHPUR, BANGALORE-560 002.

DATED : 4th January 2005

PRESENT: Shri A. R. SIDDIQUI, Presiding Officer

C. R. No. 14/2000

I Party

Shri Shivanagowda
Basavangowda Patil,
C/o Mallikarjuna,
Conductor, KSRTC,
Bidarakundi
Muddebihal,
Bijapur-586 104.

II Party

The Sr. Superintendent
of Post Offices,
Postal Department,
Bijapur Division,
Bijapur.

AWARD

1. The Central Government by exercising the powers conferred by Clause (d) of sub-section 2A of the Section 10 of the Industrial Disputes Act, 1947 has referred this dispute vide order No. L-40012/321/99/IR(DU) dated 27th January 2000 for adjudication on the following schedule :

SCHEDULE

“Whether the action of the management of Senior Superintendent of Post Offices, Bijapur Division, Bijapur in terminating the services of Shri Shivana Gowda Basana Gowda Patil w.e.f. 18-4-98 is legal and justified? If not, to what relief the workman is entitled?”

2. The case of the first party workman, as made in his Claim Statement, in brief, is that he was appointed as EDBPM at Bidarkundi but no written order of appointment was issued to him stating that his appointment was temporary and was liable for termination at any time and without any prior notice; that first party was being paid Rs. 1285 per month since 3-10-96 and he has completed more than 240 days of continuous service in the aforesaid post: that the Second party is governed by the Employment Exchange's Act which required the management to call for unfilled post from the Employment Exchange office and accordingly a list was issued by Employment Exchange including his name and he was issued a notice to appear in the selection test and he participated in the selection process. The management issued a letter of appointment to the first party and one other name Shri M.N. Arsanal. But thereafter to his shock the Respondent cancelled the said appointment letter; that the first party sent legal notice but there was no answer from the management. That the action of the management taking charge of the said post from the first party without payment of retrenchment compensation and without notice in violation of Section 25F of Industrial Dispute Act. Therefore, he is entitled to reinstatement with full backwages, continuity of service and all other consequential benefits.

3. The Management have filed their counter statement and have contended that the first party was appointed as EDBPM at Bidarkundi in the place of the regular incumbent as a timely arrangement as the regular incumbent was put off for a disciplinary action involved in a fraud case. The first party was taken on stop gap arrangement to look after the work. This was only a timely arrangement made by the Second Party Respondent No. 2 and there was no appointment letter issued to the first party, as he was only a substitute in the place of the regular incumbent. While admitting the fact that the party being paid Rs. 1285 per month from 3-10-86, it further contended

that he was not completed 240 days of continuous service while working as a substitute on a stop gap arrangement. He is covered by Extra Departmental Agents conduct and service rules and therefore, does not come under the Industrial Dispute Act and this tribunal is not a proper forum to claim reinstatement with backwages. While, admitting the fact that the management is governed by the Employment Exchange Act and the first party was issued notice to appear in the selection test, it was contended that he was not selected as he had secured less marks than the other candidates, therefore, after the selection of candidate the first party was issued a termination letter accordingly as he was only a stop gap arrangement. Therefore, he is not entitled for the relief sought for.

4. During the course of trial the management examined one witness by filing an affidavit of one A. V. Gaikwad, Assistant Superintendent, Office of the Senior Superintendent of post offices, Bijapur and he was examined in chief further to mark the documents at Ex. M1 to M3. There was no cross examination to the said witness on behalf of the first party. Whereas the first party examined himself as WW1 and got marked one document at Ex. W1.

5. When the matter was taken up for arguments, learned counsel for the first party remained absent and whereas the learned counsel for the Second Party after having advanced the arguments filed a memo with a copy of a decision dated 18-8-01 rendered by the Division Bench of Hon'ble High Court in Writ Petition Nos. 213-333/2000 and a copy of the award passed by this tribunal dated 2-8-02 in CR No. 75/00.

6. Learned counsel for the management in his argument submitted that the services of the first party were taken on temporary basis on stop gap arrangement in the absence of regular official whose services were suspended pending Disciplinary action against him for a misconduct committed by him. Therefore, learned counsel submitted that the first party worked as a substitute in the place of the regular incumbent on a stop gap arrangement and cannot claim any relief against the management and cannot make out a case that termination of his services illegally by the management. Learned counsel submitted that in support of this contention taken by the management, affidavit of said Gaikwad, Assistant Superintendent has been filed before this tribunal along-with the copy of the appointment order issued in favour of the first party, the application filed by the first party seeking appointment as well as tabular statement marked before this tribunal at Ex. M1 to M3. He submitted that as per Ex. M1 it is crystal clear that the first party was appointed temporarily as short gap arrangement and therefore, he has no right to challenge the order terminating his services. He further submitted the fact that the first party was appointed on temporary basis as a substitute to the regular employee is further proved from the very statement of the first party made in his cross examination before this tribunal. After going through the records and the decision of the Hon'ble High Court in the case referred

to supra I find substance in the arguments advanced by the Second Party Management. In his affidavit the above said Assistant Superintendent has reiterated the various contentions taken by the management in their counter statement and has also spoken to the aforesaid 3 documents at Ex. M1 to M3. This statement of MW1, as noted above, has gone un-challenged and uncontroverted on the part of the first party there being no cross examination to him on his behalf. From the above statement of MW1 it is very much evident that services of the first party were taken on temporary basis as a stop gap arrangement for the post fell vacant on the regular employee being suspended from service facing a disciplinary proceeding. It is further seen from the statement of MW1 that in order to fill up the vacancy for the above said post held by the first party temporarily, name of the first party as well as names of other candidates were got sponsored through Employment Exchange and in pursuance to that a selection test was held and at the result of the said test one Mr. Ibrahim. N, Bidarkundi was selected for the said post and thereafter services of the first party were terminated.

7. From the perusal of the appointment order issued in favour of the first party marked before this tribunal at Ex. M1 it is further seen that his appointment was on temporary basis as a 'short gap arrangement'. This fact is further admitted by the first party in his cross examination stating that he was taken as temporary worker but he denied that any appointment order was issued in his favour. He further admitted that the post held by him was vacant on account of enquiry and he was taken on temporary basis. He further admitted that he was taken as daily wager. Therefore, from the statement of MW1, the appointment order at Ex. M1 as well as from the statement of the first party himself in his cross examination there remains absolutely no doubt to come to the conclusion that the appointment of the first party to the aforesaid post was by way of substitute in place of regular employee who was away from the post facing the disciplinary action. It is further borne out from the records as well as from the very averments made in the claim by the first party that to fill up the above said vacancy there was a regular selection test held by the management calling for the names of the candidates through employment exchange and list furnished by the employment exchange of the candidates included the name of the first party. It is admitted by the first party himself that he participated in the selection test but was not given regular posting despite his selection. This statement of first party that he was selected, but not given the posting has been falsified in the affidavit filed by the management witness referred to supra making it clear that in the selection test the first party did not secure the desired marks and that one Mr. Ibrahim who secured the higher marks, was selected for the post and accordingly the vacancy was filled up and the services of the first party were terminated. There is no reason for this tribunal to discard the statement of MW1 made before this tribunal by way of affidavit, that too, when it was undenied and unchallenged on the part of the first party. Moreover, the principles laid down in the aforesaid decisions of our

Hon'ble High Court, would make it abundantly clear that a person appointed as a substitute and as a stop gap arrangement so to say as a provisional employment has got no right to claim the status of a regular employee. In this instant case also the services rendered by the first party were provisional in nature discharging his duties temporarily as a stop gap arrangement when the above said post fell vacant on account of regular employee facing the disciplinary proceedings.

8. In the result the action taken by the management terminating the services of the first party to fill up the aforesaid vacancy by selecting the candidates under the process of law is not challengeable and no relief can be given to the first party and therefore the present dispute raised by first party challenging the order terminating his services cannot be entertained and is liable to be rejected. Hence the following award :

AWARD

There reference is dismissed. No order to cost.

(Dictated to the PA transcribed by her, corrected and signed by me on 4th January, 2005)

A. R. SIDDIQUI, Presiding Officer

नई दिल्ली, 25 जनवरी, 2005

का.आ. 498.—केन्द्रीय सरकार संतुष्ट हो जाने पर कि लोकहित में ऐसा करना अपेक्षित था, औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 2 के खण्ड (द) के उप-खण्ड (II) के उपबंधों के अनुसरण में भारत सरकार के श्रम मंत्रालय की अधिसूचना संख्या का.आ. 1720 दिनांक 9-7-2004 द्वारा ताम्बा खनन उद्योग जो कि औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की प्रथम अनुसूची की प्रविष्टि 13 में शामिल है, को उक्त अधिनियम के प्रयोजनों के लिए दिनांक 5-8-2004 से छः मास की कालावधि के लिए लोक उपयोगी सेवा घोषित किया था;

और केन्द्रीय सरकार की राय है कि लोकहित में उक्त कालावधि को छः मास की और कालावधि के लिए बढ़ाया जाना अपेक्षित है;

अतः अब, औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 2 के खण्ड (द) के उप-खण्ड (vi) के परन्तुक द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार उक्त उद्योग को उक्त अधिनियम के प्रयोजनों के लिए दिनांक 5-2-2005 से छः मास की कालावधि के लिए लोक उपयोगी सेवा घोषित करती है।

[संख्या एस-11017/11/97-आई. आर. (पी. एल.)]

जे. पी. पति, संयुक्त सचिव

New Delhi, the 25th January, 2005

S.O. 498.—Whereas the Central Government having been satisfied that the public interest so required that in pursuance of the provisions of sub-clause (vi) of the clause (n) of Section 2 of the Industrial Disputes Act, 1947 (14 of 1947), declared by the Notification of the Government of India in the Ministry of Labour S.O. No. 1720 dated 9-7-2004 the service in the Copper Mining Industry which is covered by item 13 of the First Schedule to the Industrial Disputes Act, 1947 (14 of 1947) to be a public utility service for the purpose of the said Act. for a period of six months from the 5th August, 2004.

And whereas, the Central Government is of opinion that public interest requires the extension of the said period by a further period of six months.

Now, therefore, in exercise of the powers conferred by the proviso to sub-clause (vi) of clause (n) of Section 2 of the Industrial Disputes Act, 1947, the Central Government hereby declares the said industry to be a public utility service for the purposes of the said Act, for a period of six months from the 5th February, 2005.

[No. S-11017/11/97-IR(PL)]

J. P. PATI, Jt. Secy.

नई दिल्ली, 25 जनवरी, 2005

का.आ. 499.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार टिस्को के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय धनबाद-II के पंचाट (शुद्धि पत्र) (संदर्भ संख्या 156/2001) को प्रकाशित करती है, जो केन्द्रीय सरकार को 25-01-2005 को प्राप्त हुआ था।

[सं. एल-20012/421/99-आई. आर. (सी.-1)]

एस. एस. गुप्ता, अवर सचिव

New Delhi, the 25th January, 2005

S.O. 499.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the (Corrigendum) Award (Ref. No. 156/2001) of the Central Government Industrial Tribunal-cum-Labour Court Dhanbad-II now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Tisco and their workman, which was received by the Central Government on 25-01-2005

[No. L-20012/421/99-IR(C-I)]

S. S. GUPTA, Under Secy.

ANNEXURE

OFFICE OF THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT (NO. 2), DHANBAD

No. Ref. 156/2001/151

Dated : 22nd December, 2004

To

Mr. N. P. Keshwan,
Desk Officer,
Ministry of Labour,
I. R. (C-I)
Government of India,
Shram Shakti Bhawan
New Delhi.

Subject :—Corrigendum. [Ministry's order of reference No. L-20012(421)99-IR (C-I) dt. 2-2-2000].

Sir,

With reference to Award passed in Ref. case No. 156/2001 sent through this office letter No. Ref. 156/2001/3445 dt. 20-7-2004, it is intimated that above Award passed

नई दिल्ली, 28 जनवरी, 2005

का.आ. 502.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार भारतीय स्टेट बैंक के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय चण्डीगढ़—I के पंचाट (संदर्भ संख्या 112/96) को प्रकाशित करती है, जो केन्द्रीय सरकार को 27-01-2005 को प्राप्त हुआ था।

[सं. एल-12012/196/1995-आई.आर. (बी-1)]

सी. गंगाधरण, अवर सचिव

New Delhi, the 28th January, 2005

S.O. 502.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 112/96) of the Central Government Industrial Tribunal-cum-Labour Court—I, Chandigarh as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of State Bank of India and their workman, which was received by the Central Government on 27-1-2005.

[No. L-12012/196/1995-IR(B-I)]

C. GANGADHARAN, Under Secy.

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL- TRIBUNAL: CUM-LABOUR COURT-I, CHANDIGARH

BEFORE SHRI RAJESH KUMAR, PRESIDING
OFFICER

CASE NO. I D. 112/96

Dharam Raj
S/o Sh. Fateh Singh,
Vill. & Post Sanghi,
Distt. Teh. Rohtak, Haryana. Applicant

VERSUS

Asst. General Manager,
State Bank of India,
Zonal Office, Haryana,
Sector 8-C, Chandigarh.

Respondent

REPRESENTATIVE

For the workman: Shri J.G. Verma
For the management: Shri V.K. Sharma

AWARD

Passed on 16.12.2004

The Central Government Ministry of Labour vide notification No. L-12012/196/95-I.R. (B) dated 18th December 1996. Has referred the following dispute to this Tribunal for adjudication :

“Whether the action of the management of S.B.I. in not giving reference to Shri Dharam Raj at the time of

re-employment as per Section 25-H of I.D. Act in just and legal? If not, what relief is he entitled to.”

1. On the request of both the parties case taken up in Lok Adalat for settlement/disposal. Statement of A/R of workman recorded on SA. The representative of the workman made a statement to withdraw the present reference in the Lok Adalat as the case has been settled. In view of the statement of the rep. of the workman and management having no objection the reference is returned to Central Govt. as withdrawn. Central Govt. be informed File be consigned to record.

Announced.

16.12.2004

RAJESH KUMAR, Presiding Officer

श्रम एवं रोजगार मंत्रालय

नई दिल्ली, 2 फरवरी, 2005

का.आ. 503.—कर्मचारी राज्य बीमा अधिनियम, 1948 (1948 का 34) की धारा-1 की उप धारा (3) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार एतद्वारा 01 मार्च, 2005 को उस तारीख के रूप में नियत करती है, जिसको उक्त अधिनियम के अध्याय-4 (44 व 45 धारा के सिवाय जो पहले से प्रवृत्त हो चुकी है) अध्याय-5 और 6 (धारा-76 की उप धारा (1) और धारा-77, 78, 79 और 81 के सिवाय जो पहले ही प्रवृत्त की जा चुकी है) के उपबन्ध केरल राज्य के निम्नलिखित क्षेत्रों में प्रवृत्त होंगे, अर्थात् :—

“जिला तथा तालुक कोल्लम में पुदुकुलम रजस्व ग्राम”

[सं. एस-38013/04/2005-एस.एस.-1]

के.सी. जैन, निदेशक

MINISTRY OF LABOUR & EMPLOYMENT

New Delhi, the 2nd February, 2005

S.O. 503.—In exercise of the powers conferred by sub-section (3) of Section 1 of the Employees State Insurance Act, 1948 (34 of 1948) the Central Government hereby appoints the 1st March, 2005 as the date on which the provisions of Chapter IV (Except Sections 44 and 45 which have already been brought into force) and Chapter V and VI (Except sub-section (i) of Section 76 and Sections 77, 78, 79 and 81 which have already been brought into force) of the said Act shall come into force in the following areas in the State of Kerala namely:—

“Revenue village of Puthukulam in Kollam Taluk of Kollam District.”

[No. S-38013/04/2005-SS-I]

K.C. JAIN, Director

नई दिल्ली, 3 फरवरी, 2005

का.आ. 504.—केन्द्रीय सरकार, कर्मचारी राज्य बीमा अधिनियम, 1948 (1948 का 34) की धारा-91 क के साथ पठित धारा 88 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उक्त अधिनियम प्रवर्तन से मैसर्स जैसे संलग्न सूची में दर्शाया गया है में नियुक्त नियमित कर्मचारियों को

by this Tribunal but due to typographical mistake the name of Central Govt. Industrial Tribunal No. 1, Dhanbad instead of Central Govt. Industrial Tribunal No. 2, Dhanbad was typed in the head line of the 1st page of this Award. The mistake has duly been rectified. You are intimated to issue necessary Notification in this regard. A copy of the Notification is enclosed herewith for the needful.

Yours faithfully,

Encl : As above. B. BISWAS, Presiding Officer

नई दिल्ली, 28 जनवरी, 2005

का.आ. 500.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार भारतीय स्टेट बैंक के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय चण्डीगढ़-1 के पंचाट (संदर्भ संख्या 54/96) को प्रकाशित करती है, जो केन्द्रीय सरकार को 27-01-2005 को प्राप्त हुआ था।

[सं. एल-12012/197/1995-आई. आर. (बी.-1)]

सी. गंगाधरण, अवर सचिव

New Delhi, the 28th January, 2005

S.O. 500.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 54/96) of the Central Government Industrial Tribunal-cum-Labour Court-I, Chandigarh as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of State Bank of India and their workman, which was received by the Central Government on 27-01-2005

[No. L-12012/197/1995-IR(B-I)]

C. GANGADHARAN, Under Secy.

ANNEXURE

BEFORE SHRI RAJESH KUMAR, PRESIDING OFFICER, CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT-I, CHANDIGARH

Case No. I. D. 54/96

Sh. Ram Phal S/o Sh. Fateh Singh, Vill. & Post Sanghi, Teh. and Distt. Rohtak

—Applicant

Versus

Deputy General Manager, State Bank of India, Region-III Zonal Office, Haryana, Sector 8-C, Chandigarh.

—Respondent

REPRESENTATIVE

For the workman : Sh. J. G. Verma

For the management : Sh. V.K. Sharma

AWARD

Passed on 16-12-2004

The Central Govt. Ministry of Labour vide notification No. L-12012/ 197/95-I.R. (B) dated 10th June, 1996.

Has referred the following dispute to this Tribunal for adjudication :

“Whether the action of the management of State Bank of India in not giving preference to Sh. Ram Phal, ex-casual worker at the time of re-employment as per Section 25-H of the I.D. Act, 1947 is just, fair & legal? If not, what relief he is entitled?”

1. On the request of both the parties case taken up in Lok Adalat for settlement/disposal. Statement of A/R of workman recorded on SA. The representative of the workman made a statement to withdraw the present reference in the Lok Adalat as the case has been settled. In view of the statement of the rep. of the workman and management having no objection the reference is returned to Central Govt. as withdrawn. Central Govt. be informed File be consigned to record.

Announced.

16-12-2004

RAJESH KUMAR, Presiding Officer

शुद्धि-पत्र

नई दिल्ली, 28 जनवरी, 2005

का.आ. 501.—इस मंत्रालय के अधिसूचना संख्या एल-12014/5/2004-आईआर(बी-1) दिनांक 15-12-2004 जो भारत सरकार मुद्रणालय, मायापुरी, नई दिल्ली में पंचाट दिनांक 28-8-2004 को प्रकाशन हेतु भेजा गया था जो कि श्रम न्यायालय, सोलापुर द्वारा औद्योगिक विवाद संख्या 9/95 में पारित किया गया था, में प्रबंधन का नाम ‘स्टेट बैंक ऑफ इण्डिया’ के बजाय ‘बैंक ऑफ इण्डिया’ पढ़ा जाए। अधिसूचना में संदर्भित मिसिल संख्या ‘एल-12014/5/2004-आई आर(बी-1)’ के बजाय ‘एल-12011/40/1993 आई आर (बी-II)’ पढ़ा जाए।

[सं. एल-12011/40/1993-आई. आर. (बी.-II)]

सी. गंगाधरण, अवर सचिव

CORRIGENDUM

New Delhi, the 28th January, 2005

S.O. 501.—In the Notification No. L-12014/5/2004-IR(B-I) dated 15-12-2004 for publication of the award dated 28-8-2004 passed by Labour Court, Solapur in Industrial Dispute No. 9/95 in the Government of India Press, Mayapuri, New Delhi, the name of the management appearing as “State Bank of India” may be read as “Bank of India”. The File number contained in the Notification may be substituted as “L-12011/40/93-IR(B-II)”.

[No. L-12011/40/1993-IR(B-II)]

C. GANGADHARAN Under Secy.

30-9-2006 तक की जिसमें यह दिनांक भी सम्मिलित है की अवधि के लिए छूट प्रदान करती है।

2. पूर्वोक्त छूट की शर्तें निम्नलिखित हैं, अर्थात् :—

- (1) पूर्वोक्त कारखाना जिसमें कर्मचारी नियोजित हैं, एक रजिस्टर रखेगा, जिसमें छूट प्राप्त कर्मचारियों के नाम और पदाभिधान दिखाये जायेंगे,
- (2) इस छूट के होते हुए भी, कर्मचारी उक्त अधिनियम के अधीन ऐसी प्रसुविधाएं प्राप्त करते रहेंगे, जिनको पाने के लिए वे इस अधिसूचना द्वारा दी गई छूट के प्रवृत्त होने की तारीख से पूर्व संदत्त अभिधारियों के आधार पर हकदार हो जाते हैं,
- (3) छूट प्राप्त अवधि के लिए यदि कोई अभिदाय पहले ही किए जा चुके हों तो वे वापस नहीं किए जायेंगे,
- (4) उक्त कारखाने का नियोजक, उस अवधि की बाबत जिसके दौरान उस कारखाने पर उक्त अधिनियम प्रवर्तमान था, (जिसे इसमें इसके पश्चात् "उक्त अवधि" कहा गया है) ऐसी विवरणियों, ऐसे प्रारूप में और ऐसी विशिष्टियों सहित देगा जो कर्मचारी राज्य बीमा (साधारण) विनियम, 1950 के अधीन उसे उक्त अवधि की बाबत देती थी।
- (5) निगम द्वारा उक्त अधिनियम की धारा 45 की उपधारा (1) के अधीन नियुक्त किया गया कोई निरीक्षक या निगम का इस निमित्त प्राधिकृत कोई अन्य पदधारी:
 - (i) धारा 44 की उक्तधारा (1) के अधीन, उक्त अवधि की बाबत दी गई किसी विवरण की विशिष्टियों को सत्यापित करने के प्रयोजनार्थ,
 - (ii) यह अभिनिश्चित करने के प्रयोजनार्थ कि कर्मचारी राज्य बीमा (साधारण) विनियम, 1950 द्वारा यथा अपेक्षित रजिस्टर और अभिलेख उक्त अवधि के लिए रखे गये थे या नहीं, या
 - (iii) यह अभिनिश्चित करने के प्रयोजनार्थ कि कर्मचारी, नियोजक द्वारा दिये गए उन फायदों को, जिसके फलस्वरूप इस अधिसूचना के अधीन छूट दी जा रही है, नकद में और वस्तु रूप में पाने का हकदार बना हुआ है या नहीं, या
 - (iv) यह अभिनिश्चित करने के प्रयोजनार्थ कि उस अवधि के दौरान, जब उक्त कारखाने के संबंध में अधिनियम के उपबन्ध प्रवृत्त थे, ऐसे किन्हीं उपबन्धों का अनुपालन किया गया था या नहीं,

निम्नलिखित कार्य करने के लिए सशक्त होगा:

- (अ) प्रधान या आसन्न नियोजक से अपेक्षा करना कि वह उसे ऐसी जानकारी दे जिसे उपरोक्त निरीक्षक या अन्य पदधारी आवश्यक समझता है,
- (ब) ऐसे प्रधान या आसन्न नियोजक के अधिभोगाधीन, किसी कारखाने, स्थापना, कार्यालय या अन्य परिसर में किसी भी उचित समय पर प्रवेश करना और उसके प्रभारी से यह अपेक्षा करना कि वह व्यक्तियों के नियोजन और

मजदूरी के संदाय से संबंधित ऐसे लेखा, बहियां और अन्य दस्तावेज, ऐसे निरीक्षक या अन्य पदधारी के समक्ष प्रस्तुत करें और उनकी परीक्षा करने दें या ऐसी जानकारी दें जिसे वे आवश्यक समझते हैं, या

- (स) प्रधान या आसन्न नियोजक की, उसके अभिकर्ता या सेवक की, या ऐसे किसी व्यक्ति की, जो ऐसे कारखाने, स्थापना, कार्यालय या अन्य परिसर में पाया जाए या ऐसे किसी व्यक्ति कि जिसके बारे में उक्त निरीक्षक या अन्य पदधारी के पास यह विश्वास करने का युक्तियुक्त कारण है कि वह कर्मचारी है, परीक्षा करना, या
- (द) ऐसे कारखाने, स्थापना, कार्यालय या अन्य परिसर में रखे गए किसी रजिस्टर, लेखा, बही या अन्य दस्तावेज की नकल तैयार करना या उद्धरण लेना।

क्रमांक

फैक्टरी/संस्थान का नाम

1. मैसर्स इन्डियन ऑयल कार्पोरेशन लि. (मार्केटिंग डिवीजन), नई दिल्ली की सभी इकाइयां।
2. मैसर्स हिन्दुस्तान पेट्रोलियम कार्पोरेशन लि. मुंबई की सभी इकाइयां।
3. मैसर्स भारत पेट्रोलियम कार्पोरेशन लि. मुंबई की सभी इकाइयां।
4. मैसर्स इन्डियन ऑयल ब्लेण्डिंग लि. कोलकाता और ट्रांबे।
5. मैसर्स इन्डियन ऑयल कार्पोरेशन (रिफाइनरीज एण्ड पाइपलाइन डिवीजन) गुवाहाटी।
6. मैसर्स भारत हैवी इलैक्ट्रिकलस लि., वीएचईएल हाउस, सिरो फोर्ट रोड, नई दिल्ली की सभी इकाइयां।
7. मैसर्स मारुति उद्योग लि. गुडगांव, हरियाणा।
8. मैसर्स हिन्दुस्तान ऐरोनॉटिक्स लि., लखनऊ।
9. मैसर्स हिन्दुस्तान ऐरोनॉटिक्स लि., कानपुर
10. मैसर्स हिन्दुस्तान ज़िंक लि., विशाखापट्टनम।
11. मैसर्स हिन्दुस्तान ज़िंक लि., उदयपुर एवं चित्तौड़गढ़, राजस्थान।
12. मैसर्स नेशनल एल्यूमिनियम कम्पनी, लि., विशाखापट्टनम।
13. मैसर्स सैन्ट्रल इलैक्ट्रिकलस लि., साहिबाबाद (उ. प्र.)।
14. मैसर्स नेशनल फर्टिलाइजर्स कॉर्पोरेटिव लि., भटिंडा (पंजाब)।
15. मैसर्स इन्डियन रेयर अर्थ्स लि., उद्योगमंडल, केरल।
16. मैसर्स इन्स्ट्रुमेंटेशन लि., कोटा।
17. मैसर्स भारत इलैक्ट्रिकलस लि., गाजियाबाद (उ.प्र.) नई दिल्ली में उनका क्षेत्रीय कार्यालय और आगरा का सम्पर्क कार्यालय सहित।
18. मैसर्स इन्डियन टेलीफोन इन्स्ट्रुटीज लि., रायबरेली (उ.प्र.)
19. मैसर्स कम्प्यूटर मॉटेनेन्स कार्पोरेशन, नई दिल्ली।
20. मैसर्स हिन्दुस्तान शिपयार्ड लि., विशाखापट्टनम।

क्रमांक फैक्टरी/संस्थान का नाम

21. मैसर्स न्यू मंगलौर पोर्ट ट्रस्ट, मंगलौर।
22. मैसर्स कोचीन शिपयार्ड लि., कोचीन, केरल।
23. मैसर्स मारमुगाव पोर्ट ट्रस्ट, मारमुगाव।
24. मैसर्स फोल्ड वर्कशॉप एण्ड मैरिन वर्कशॉप ऑफ तूतीकोरिन पोर्ट ट्रस्ट, तूतीकोरिन।
25. मैसर्स हिन्दुस्तान फोटो फिल्मस मैनुफैक्चरिंग कम्पनी लि. चैन्नई।
26. मैसर्स पवन हन्स लि., नई दिल्ली।
27. मैसर्स सैन्ट्रल सिल्क बोर्ड, बंगलौर की सभी इकाइयां।
28. मैसर्स नेशनल सीड्स कार्पोरेशन लि., नई दिल्ली एवं इसकी भटिंडा, जालंधर, सिकन्दराबाद, कुरनूल, गुन्तूर और नांदयाल स्थित इकाइयां।
29. मैसर्स हैंडक्राफ्ट्स एण्ड हैंडलूम एक्सपोर्ट कार्पोरेशन लि. (मार्केटिंग डिवीजन), नई दिल्ली।
30. मैसर्स इन्स्टीट्यूट ऑफ डिजाइन एण्ड इलैक्ट्रीकल मीजरिंग इन्स्ट्रुमेंट्स. मुंबई।
31. मैसर्स नेशनल टैक्सटाइल कार्पोरेशन (तमिलनाडु एवं पांडिचेरी) लि. चैन्नई के कार्पोरेट कार्यालय।
32. मैसर्स नेशनल टैक्सटाइल कार्पोरेशन (दिल्ली, पंजाब, राजस्थान एवं नई दिल्ली)
33. मैसर्स हिन्दुस्तान लेटैक्स लि., त्रिवेन्द्रम (पूजापुरम), एण्ड त्रिवेन्द्रम (कांगला एवं पेरुकाडा स्थित इसकी निरोध फैक्ट्री और कांगला के ठेका कर्मचारी सहित)
34. मैसर्स सैन्ट्रल टूल रूम, लुधियाना।
35. ब्रिटिश इंडिया कार्पोरेशन लि. कानपुर।
36. मैसर्स टेलीफोन इन्डस्ट्रीज, पालाक्कड, केरल।
37. मैसर्स फैक्ट, उद्योगमंडल, केरल।
38. मैसर्स हिन्दुस्तान न्यूजप्रिंट्स लि., कोट्टयम।
39. मैसर्स हिन्दुस्तान ऑर्गेनिक कैमिकल्स लि., एर्नाकुलम, केरल।
40. मैसर्स एचआईएल, उद्योगमंडल, केरल।
41. मैसर्स भारत इलैक्ट्रॉनिक्स लि., चैन्नई।
42. मैसर्स भारत इलैक्ट्रॉनिक्स लि., पुणे।
43. मैसर्स भारत इलैक्ट्रॉनिक्स लि., पंचकुला।
44. मैसर्स भारत इलैक्ट्रॉनिक्स लि., हैदराबाद।
45. मैसर्स इलैक्ट्रॉनिक्स लि., मछलीपट्टनम, (आ.प्र.)।
46. मैसर्स भारत इलैक्ट्रॉनिक्स लि., बंगलौर।
47. मैसर्स भारत अर्थ मूव्स लि., बंगलौर/केजीएफ/मैसूर।
48. मैसर्स आई टी आई, बंगलौर।
49. मैसर्स हिन्दुस्तान एयरोनॉटिक्स लि., बंगलौर।
50. मैसर्स हिन्दुस्तान एयरोनॉटिक्स लि., हैदराबाद।
51. मैसर्स एचएमटी, बंगलौर (कर्नाटक स्थित इसकी अन्य इकाइयों सहित)
52. मैसर्स नेशनल इन्स्टीट्यूट ऑफ स्मॉल इन्डस्ट्री एक्सटेंशन ट्रेनिंग (एनआईएसआई ईटी), हैदराबाद।
53. मैसर्स इन्स्ट्रुमेंटेशन लि., पालाक्कड, केरल।
54. मैसर्स इंडियन फार्मर्स फर्टिलाइजर्स कार्पोरेशन लि., नई दिल्ली।
55. मैसर्स मंगलौर रिफाइनरी एण्ड पेट्रोकेमिकल्स लि., मंगलौर।
56. मैसर्स हिन्दुस्तान एंटीबायोटिक्स लि., पिम्प्री, पुणे।
57. मैसर्स चैन्नई पेट्रोलियम कार्पोरेशन लि., चैन्नई।
58. मैसर्स कोची रिफाइनरी लि. एर्नाकुलम, जिला—केरल।
59. मैसर्स राष्ट्रीय कैमिकल्स एण्ड फर्टिलाइजर्स लि., मुंबई।

[संख्या एस-38014/3/2003-एसएस-1]

संयुक्ता राय, अवर सचिव

स्पष्टीकरण ज्ञापन.—इस मामले में छूट को भूतलक्षी प्रभाव देना आवश्यक हो गया है क्योंकि छूट के आवेदन पर कार्यवाही करने में समय लगा था, किन्तु यह प्रमाणित किया जाता है कि छूट को भूतलक्षी प्रभाव देने से किसी भी व्यक्ति के हित पर प्रतिकूल प्रभाव नहीं पड़ेगा।

New Delhi, the 3rd February, 2005

S. O. 504.—In exercise of the power conferred by Section 88 read with Section 91-A of the Employees' State Insurance Act, 1948 (34 of 1948) the Central Government hereby exempts the regular employees of factories/establishments specified in the schedule from the operation of the said Act for a period up to and inclusive of the 30th September, 2006.

2. The above exemption is subject to the following conditions namely :—

- (1) the aforesaid establishment wherein the employers are employed shall maintain a register showing the name and designations of the exempted employees.
- (2) Notwithstanding this exemption, the employees shall continue to receive such benefits under the said Act to which they might have become entitled to on the basis of the contributions paid prior to the date from which exemption granted by this notification operates.
- (3) the contributions for the exempted period, if already paid, shall not be refundable.
- (4) The employer of the said factory/establishment shall submit in respect of the period during which that factory was subject to the operation of the said Act (hereinafter referred as the said period), such returns in such forms and containing such particulars as were due from it in respect of the

said period under the Employees' State Insurance (General) Regulations, 1950;

- (5) Any inspector appointed by the Corporation under Sub-Section (1) of Section 45 of the Said ESI Act or other official of the Corporation authorized in this behalf shall, for the purpose of :—

- (i) Verifying the particulars contained in any returned submitted under sub-section (1) of Section 44 for the said period; or
- (ii) Ascertaining whether registers and records were maintained as required by the Employees' State Insurance (General) Regulations, 1950 for the said period; or
- (iii) Ascertaining whether the employees continue to be entitled to benefits provided by the employer in cash and kind being benefits in consideration of which exemption is being granted under this notification; or
- (iv) Ascertaining whether any of the provisions of the Act had been complied with during the period when such provisions were in force in relation to the said factory to empowered to :
 - (a) require the principal or immediate employer to furnish to him such information as he may consider necessary; or
 - (b) enter any factory, establishment, office or other premises occupied by such principal or immediate employer at any reasonable time and require any person found in charge thereof to produce such inspector or other official and allow him to examine accounts, books and other documents relating to the employment of personal and payment of wages or to furnish to him such information as he may consider necessary; or
 - (c) examine the principal or immediate employer, his agent or servant, or any person found in such factory, establishment, office or other premises or any person whom the said inspector or other official has reasonable cause to believe to have been an employee; or
 - (d) make copies of or take extracts from any register, account book or other document maintained in such factory, establishment, office or other premises.

Sl. No. Name of the Establishments/Factory

1. All the Units of M/s. Indian Oil Corporation Ltd. (Marketing Division), New Delhi.
2. All the Units of M/s. Hindustan Petroleum Corporation Ltd. Mumbai.

3. All the Units of M/s. Bharat Petroleum Corporation Ltd. Mumbai.
4. M/s. Indian Oil Blending Ltd., Kolkata and Trombay.
5. M/s. Indian Oil Corporation (Refineries and Pipelines Division) Guwahati.
6. All the Units of M/s. Bharat Heavy Electricals Ltd. BHEL House, Siri Fort Road, New Delhi.
7. M/s. Maruti Udyog Ltd., Gurgaon, Haryana.
8. M/s. Hindustan Aeronautics Ltd., Lucknow.
9. M/s. Hindustan Aeronautics Ltd., Kanpur.
10. M/s. Hindustan Zinc Ltd., Visakhapatnam.
11. M/s. Hindustan Zinc Ltd., Udaipur and Chitorgarh, Rajasthan.
12. M/s. National Aluminium Company Ltd., Visakhapatnam.
13. M/s. Central Electronics Ltd., Sahibabad (UP).
14. M/s. National Fertilizers Cooperative Ltd., Bhatinda (Punjab).
15. M/s. Indian Rare Earths Ltd., Udyogmandal, Kerala.
16. M/s. Instrumentation Ltd., Kota.
17. M/s. Bharat Electronics Ltd., Ghaziabad (UP) including their Regional Offices in New Delhi and Liaison Office at Agra.
18. M/s. Indian Telephone Industries Ltd., Raibareilly (UP).
19. M/s. Computer Maintenance Corporation, New Delhi.
20. M/s. Hindustan Shipyard Ltd., Visakhapatnam.
21. M/s. New Mangalore Port Trust, Mangalore.
22. M/s. Cochin Shipyard Ltd., Cochin, Kerala.
23. M/s. Mormugao Port Trust, Mormugao.
24. M/s. Field Workshop and Marine Workshop of Tuticorin Port Trust, Tuticorin.
25. M/s. Hindustan Photo Films Manufacturing Co. Ltd., Chennai.
26. M/s. Pawan Hans Ltd., New Delhi.
27. All the Units of M/s. Central Silk Board, Bangalore.
28. Central Stores and Supply Division of M/s. National Seeds Corporation Ltd., New Delhi and its Units at Bhatinda, Jalandhar, Secunderabad, Kurnool, Guntur and Nandyal.
29. M/s. Handicrafts and Handloom Exports Corporation Ltd., (Marketing Division), New Delhi.

Sl. No. Name of the Establishments/Factory

30. M/s. Institute of Design and Electrical Measuring Instruments, Mumbai.
31. Corporate Office of M/s. National Textile Corporation (Tamil Nadu and Pondicherry) Ltd., Chennai.
32. Corporate Office of M/s. National Textile Corporation (Delhi, Punjab, Rajasthan and New Delhi).
33. Corporate Office of M/s. Hindustan Latex Ltd., Trivandrum (Poojapura) and Trivandrum (Including its Nirodh Factory at Kanagala and Perokada Unit and contract employees of Kanagala unit).
34. M/s. Central Tool Room, Ludhiana.
35. British India Corporation Ltd. Kanpur.
36. M/s. Indian Telephone Industries, Palakkad, Kerala.
37. M/s. FACT, Udyogmandal, Kerala.
38. M/s. Hindustan Newsprints Ltd., Kottayam.
39. M/s. Hindustan Organic Chemicals Ltd., Emakulam, Kerala.
40. M/s. HIL, Udyogmandal, Kerala.
41. M/s. Bharat Electronics Ltd., Chennai.
42. M/s. Bharat Electronics Ltd., Pune.
43. M/s. Bharat Electronics Ltd., Panchkula.
44. M/s. Bharat Electronics Ltd., Hyderabad.
45. M/s. Bharat Electronics Ltd., Machilipatnam, A.P.
46. M/s. Bharat Electronics Ltd., Bangalore.
47. M/s. Bharat Earth Movers Ltd., Bangalore/KGF/ Mysore.
48. M/s. ITI, Bangalore.
49. M/s. Hindustan Aeronautics Ltd., Bangalore.
50. M/s. Hindustan Aeronautics Ltd., Hyderabad.
51. M/s. HMT, Bangalore (Its all Units based in Karnataka).
52. M/s. National Institute of Small Industry Extension Training (NISJET), Hyderabad.
53. M/s. Instrumentation Ltd., Palakkad, Kerala.
54. M/s. Indian Farmers Fertiliser Cooperative Limited, New Delhi.
55. M/s. Mangalore Refinery and Petrochemicals Limited, Mangalore.
56. M/s. Hindustan Antibiotics Limited, Pimpri, Pune.
57. M/s. Chennai Petroleum Corporation Limited, Chennai.
58. M/s. Kochi Refineries Limited, Emakulam distt., Kerala.
59. M/s. Rashtriya Chemicals and Fertilizers Limited, Mumbai.

[No. S-38014/3/2003-SS-I]
SANJUKTA RAY, Under Secy.

Explanatory Memorandum.—It has become necessary to give retrospective effect to the exemption in this case as processing of the applications for exemption took time. However, it is certified that the grant of exemption with retrospective effect will not effect the interest of any body adversely.

नई दिल्ली, 4 फरवरी, 2005

का.आ. 505—केन्द्रीय सरकार संतुष्ट हो जाने पर कि लोकहित में ऐसा करना अपेक्षित था, औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 2 के खंड (द) के उप-खण्ड (vi) के उपबंधों के अनुसरण में भारत सरकार के श्रम मंत्रालय की अधिसूचना संख्या का.आ. 2497 दिनांक 27-9-2004 द्वारा बैंकिंग उद्योग जो कि औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की प्रथम अनुसूची की प्रविष्टि 2 में शामिल है, को उक्त अधिनियम के प्रयोजनों के लिए दिनांक 30-9-2004 से छः मास की कालावधि के लिए लोक उपयोगी सेवा घोषित किया था;

और केन्द्रीय सरकार की राय है कि लोकहित में उक्त कालावधि को छः मास की और कालावधि के लिए बढ़ाया जाना अपेक्षित है;

अतः अब, औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 2 के खंड (द) के उप-खण्ड (vi) के परन्तुक द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार उक्त उद्योग को उक्त अधिनियम के प्रयोजनों के लिए दिनांक 30-3-2005 से छः मास की कालावधि के लिए लोक उपयोगी सेवा घोषित करती है।

[फा. सं. एस-11017/5/97-आईआर (पीएल)]

जे. पी. पति, संयुक्त सचिव

New Delhi, the 4th February, 2005

S.O. 505.—Whereas the Central Government having been satisfied that the public interest so required that in pursuance of the provisions of sub-clause (vi) of the clause (n) of Section 2 of the Industrial Disputes Act, 1947 (14 of 1947) declared by the Notification of the Government of India in the Ministry of Labour S.O. No. 2497 dated 27-9-2004 the service in Banking Industry which is covered by item 2 of the First Schedule to the Industrial Disputes Act, 1947 (14 of 1947) to be a public utility service for the purpose of the said Act, for a period of six months from the 30th September, 2004.

And whereas, the Central Government is of opinion that public interest requires the extension of the said period by a further period of six months.

Now, therefore, in exercise of the powers conferred by the proviso to sub-clause (vi) of clause (n) of Section 2 of the Industrial Disputes Act, 1947, the Central Government hereby declares the said industry to be a public utility service for the purposes of the said Act, for a period of six months from the 30th March, 2005.

[F. No. S-11017/5/97-IR (PL)]

J. P. PATI, Jt. Secy.

नई दिल्ली, 28 जनवरी, 2005

का.आ. 506—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार भारत गोल्ड माइन्स के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण बैंगलूर के पंचाट (संदर्भ संख्या 5/97) को प्रकाशित करती है, जो केन्द्रीय सरकार को 28-01-2005 को प्राप्त हुआ था।

[सं. एल-43012/2/94-आई.आर. (बिबिध)]

बी. एम. डेविड, अवसर सचिव

New Delhi, the 28th January, 2005

S.O. 506.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 5/97) of the Central Government Industrial Tribunal-cum-Labour Court, Bangalore as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Bharat Gold Mines and their workman, which was received by the Central Government on 28-01-2005.

[No. L-43012/2/94-IR (M)]

B.M. DAVID, Under Secy.

ANNEXURE

**BEFORE THE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT
"SHRAM SADAN", III MAIN, III CROSS, II PHASE,
TUMKUR ROAD, YESHWANTHPUR,
BANGALORE-560 022**

Dated : 5th January, 2005

PRESENT:

Shri A.R. Siddiqui, Presiding Officer

C. R. No. 5/97

I PARTY

The President,
K.G.F. Electricity Department,
Labour Association,
Oorgaum P.O.,
Oorgaum,
Kolar Gold Fields-563 120

II PARTY

The Managing Director,
Bharat Gold Mines Ltd.
Oorgaum,
Kolar Gold Fields

AWARD

1. The Central Government by exercising the powers conferred by clause (d) of sub-section 2A of the Section 10 of the Industrial Disputes Act, 1947 has referred this dispute vide order No. L-43012/2/94-IR (Misc.) dated 16th December, 1994 for adjudication on the following schedule :

SCHEDULE

"Whether the management of Bharat Gold Mines Limited is justified in denying promotion to Shri Gopinath, P.E. No. 158282 with effect from 1-2-89? If not, to what relief the workman is entitled to and from which date?"

2. The case of the first party as made out at Para 2 to 8 of the Claim Statement is as under :—

That the employee, Gopinath, is the member of the first party union and on account of injustice caused to him by denying the promotion, he represented to the first party union and the union has taken up the cause with the Management. Since the management did not pay heed to the grievance of the employee, Gopinath, it approached the Assistant Labour Commissioner by raising a dispute and since the dispute ended in failure, the matter came for adjudication before this Hon'ble Court for adjudication.

That the first party was working as General Labour in Mysore Mines which is belonging to the Second Party management and he had an excellent record of service throughout.

That the first party Gopinath, Token No. 2763/PE No. 158282 was called by the Selection Committee by the Second Party Management and the Committee was constituted consisting of the Secretary, two members, the Chairman and the Director Technical, and the said committee interviewed the first party and he was selected. The Committee, it needs to be mentioned that Nine employees have been called for interview and they were all selected. Out of the nine, one was the said Gopinath. It needs to be mentioned, he was selected for the post of Cap Lamp Attender-2 Service E-Grade and his pay was fixed at Rs. 581/- and the same was ordered to be effected from 1-7-1989 and the promotion committee who selected the first party, Gopinath, also approved by the Director-Technical.

That out of the 9 employees who have been promoted, in case of 8 employees, those are D. Selvaraj, Narayana Rao, S. George, Gabriel, Manuel Das, Jayaramaiah, A. Budan, Arokya Das, the promotion was given effect to. Only in the case of the first party, Gopinath, the same has been denied to him.

That after the promotion he was asked to go and report to Nandidurg Mines and it as a transfer from Mysore Mines to Nandidurg Mines. In response to the order of the Second party, he went and reported and he worked therefore one day. Thereafter, he was sent back to Mysore Mines on the alleged reason that there were enough staff. It needs to be mentioned that the Second Party has violated its own transfer order issued to the first party workman.

That after he was denied promotion, the Assistant Personal Manager of Nandidurg Mines clarified to the Chief Personal Manager pertaining to the transfer and promotion of Shri Gopinath and the letter was also forwarded to the Assistant Personnel Manager (Electrical) for his comments by the Chief Personnel Manager on 22-7-1989.

That though the second party management promoted him and approved the candidature of the first party

workmen. Gopinath, the same was not implemented and his pay was also fixed by the Second Party Management at Rs. 581/- which had to come into effect from 1-2-1989 and the same has been denied to the first party workman. Gopinath and on account of denying promotion to the first party workman, he has to face Civil consequences and he has to lose monetarily and this is continued since 1989 and this has also been affected further because he could not get benefits of various wage agreement.

3. Therefore, the first party union requested this court to answer the points of dispute in favour of the first party with all consequential benefits.

4. Whereas, the management vide its Counter Statement at Para 3 to 9 challenged the case of the first party as under :—

That the Second Party Management is not aware that the first party workman is a member of the first party union. It is denied that injustice was caused to the first party workman by denying him the promotion. As the demand of the first party workman was unreasonable the conciliation ended in failure.

That the first party workman was initially appointed as General Labour (underground) w.e.f. 27-1-1982 and he was transferred to P&C w.e.f. 1-6-1986. Hence it is denied that the first party workman was working in Mysore Mine, however he was allowed to work in Mysore Mine on temporary basis. Although he is a P&C employee he was permitted to work at Mysore Mine on Medical grounds.

That the averments made by the first party at para 4 is false and hereby denied that the first party workman was called by the selection committee. It is further submitted that there was a Departmental Promotion Committee meeting for Electrical Department and nine candidates were considered by the Departmental Promotion Committee and the first party workman was also one among the candidates. The Departmental Promotion Committee had selected him for 2nd Grade caplap attendant (surface) in 'E' Grade. The committee was consisting of a Secretary, two members and the Manager as Chairman. The committee does not consist of Director (Technical). Although the Director (Technical) approved the recommendations but it was observed by the management that the selection of the first party workman for surface 'E' grade for surface is erroneous as he was an underground workman and that too in P&C roll retained at Mysore Mine on medical grounds. He is not eligible for consideration by the Departmental Promotion Committee for surface vacancy, and therefore, the promotion was not given effect to in the service card. There is no entry regarding his promotion and therefore, he was continued to work as General Labour (underground). His transfer from Mysore Mine to N.D. Mine was also objected by the workers of N.D. Mine and the Manager, N.D. Mine sent back him on the ground

that he could not be accommodated on the surface job at Nandidroog Mine and the surface employee objected to posting to surface as he was appointed as an underground employee.

That the other 8 employees were given promotion since they were already working in the higher grade at Cap Lamp Room whereas the first party workman was General Labour (In 'F' grade in underground) in P&C roll altogether a different unit and not eligible for promotion in another unit. Since promotion is unit wise and line of promotion for surface employees whereas the first party workman was appointed as underground General Labour.

That when the first party transferred to Nandidroog Mine the other employees working in Cap Lamp Room brought to the notice of the management that the first party workman is not eligible for working in cap Lamp Room on surface being an underground employee and objected to retain him in Nandidroog Mine and therefore he was sent back to Mysore Mine.

That the recommendation for promotion of the first party workman was against the rule of the company and recommendation of Departmental Promotion Committee in his case was not given effect.

That although the Director (Technical) has approved the Department Promotion Committee's recommendations the same was not given effect to the first party workman since it was not in accordance with the rules as he is an underground employee of P&C. The Departmental Promotion Committee is only recommending body and unless the promotion is effect and communicated to the first party workman he has no right to demand for promotion that to in other unit for surface vacancy being an underground employee of another department.

5. The management therefore, requested this court to reject the reference.

6. During the course of trial, as could be seen from the records, the management examined MW1 in chief partly on 8-6-99 and thereafter for a substantial period there was no progress in the matter for want of Presiding Officer. Therefore, by order dated 28-4-2004 the Second Party Management was called upon to keep his witness MW1 present for further examination in chief giving the date as 27-5-2004. On which date neither the counsel for the management nor MW1 remained present and therefore, evidence of the Second Party was taken closed and case was posted for evidence of the first party. However, no evidence was also adduced on behalf of the first party and it could be seen from the order sheet maintained by this tribunal that on 8-6-2004 and 10-8-2004 when the case was posted for evidence to be led by the first party, the first party as well as his counsel remained absent there being no representation on their behalf. In the result the matter came to be posted for arguments if any to the advanced by the learned counsel for the respective parties. That was also not done by both the counsels as well as the parties

remained absent before this tribunal when the matter was taken up for hearing of the arguments.

7. As could be seen from the points of reference, the primary burden was cast upon the shoulders of the management so as to justify before this tribunal the action taken by it in denying promotion of the first party workman. Although, it was the bounden duty of the first party union as well as the first party workman to have come forward either with oral or documentary evidence in support of their case of substantiate the various contention taken by them in the Claim Statement. Neither the President of the first party union which represented, rather, espoused the cause of the first party workman took pains to come forward with any sort of evidence nor the first party workman himself had taken any interest in the matter in establishing his right of promotion said to have been denied by the management as per the points of reference. It was the contention of the first party union that the first party workmen though was promoted and his promotion was approved by the management, however, the order of promotion was not implemented. Whereas, it is the case of the management that the committee constituted consisting of the Secretary, two members, the Chairman and the Director (Technical) to consider the case of promotion of the first party workman as well as other employees, wrongly, recommended the promotion of the first party though he was not eligible for such a promotion, he being a General Labour of 'F' Grade working underground. Therefore, since the promotion was meant for surface employees and not for the underground General Labour employees, the management was justified in not implementing the recommendations of the said committee despite the fact that initially the recommendations was accepted by the management. Therefore, in the light of the respective contentions of the parties, the crux of the matter was as to "whether the first party was entitled for promotion and that he was rightly promoted by the committee constituted for the said purpose and that the management was not justified in not implementing the recommendation of the said committee. If we go by the contentions of the management saying that the recommendation made by the committee was against the rules and therefore, the promotion order was not implemented, then, it was for the first party to substantiate before this tribunal that he infact was eligible for promotion despite the fact that he was an underground employee. Unfortunately hither the first party union nor the first party workman, as noted above, have shown their interest in the matter by leading either oral or documentary evidence and as could be seen from the records of this tribunal the first party as well as the counsel representing for him remained absent before this tribunal right from the month of April 2004 till the matter was taken closed on 23-12-2004.

8. In the result, the tribunal has no hesitation in its mind to draw an inference that the first party union as well as the workman represented by it is no more interested in the matter and that they have failed to substantiate the various contentions taken by them in the Claim Statement and therefore, the reference must fail. Hence the following award.

AWARD

The reference is rejected.

(Dictated to PA transcribed by her corrected and signed by me on 5th January 2005)

A.R. SIDDIQUI, Presiding Officer

नई दिल्ली, 28 जनवरी, 2005

का.आ. 507—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार हरियाणा मिनरल्स लि० के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण नई दिल्ली-2 के पंचाट (संदर्भ संख्या 20/95) को प्रकाशित करती है, जो केन्द्रीय सरकार को 28-1-2005 को प्राप्त हुआ था।

[सं. एल-29012/97/94-आई.आर. (विविध)]

बी. एम. डेविड, अवर सचिव

New Delhi, the 28th January, 2005

S.O. 507.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 20/95) of the Central Government Industrial Tribunal-cum-Labour Court, New Delhi II as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Haryana Minerals Ltd. and their workman, which was received by the Central Government on 28-01-2005.

[No. L-29012/97/94-IR (M.)]

B.M. DAVID, Under Secy.

ANNEXURE

**BEFORE THE PRESIDING OFFICER: CENTRAL
GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-
LABOUR COURT-II, RAJENDRA BHAWAN,
GROUND FLOOR, RAJENDRA PLACE
NEW DELHI**

PRESIDING OFFICER: R. N. RAL **LD. No. 20/95**
IN THE MATTER OF:

Sh. Rakesh Kumar S/o. Sh. Suraj Bhan,
R/o. Village Asaidah, Distt. Rohtak,
Haryana

VERSUS

Managing Director,
Haryana Minerals Ltd.
703-704, Arunachal Building, Bara Khamba Road,
New Delhi.

AWARD

The Ministry of Labour by its letter No. L-29012/97/94 IR (VIVIDH) Central Government Dt. 3-2-1995 has referred the following point for adjudication.

The point runs as hereunder :

"Whether the action of the management of
M/s. Haryana Minerals Ltd. in terminating the

31/1/05

services of Sh. Rakesh Kumar w.e.f. 4-1-93 is just, fair and legal? If not, to what relief he is entitled to and from which date”.

The workman has filed statement of claim. In his statement of claim, it has been stated that the management/respondents notified there vacancies to fill up the post of clerk and the petitioner applied for the said post and the petitioner was given an offer of appointment vide dated 11-3-91 and on the basis of his offer of appointment he join his duties and since his appointment he had been continued on the said post, till the letter of retrenchment vide dated 24-3-93, to the entire satisfaction to all his superiors and there has been no complaint of any type against the applicant. It is submitted that the petitioner completed his prescribed probation period and acquired the status of confirm employee of the management and therefore he is entitled for all the service benefits and protection provided under ID Act, 1947.

That it is submitted that it will be relevant to submit here that the Haryana Minerals Ltd. has got its various offices/mines spreading over in the Distt. Gurgaon, Mahendergarh, Rewari, Bhiwani, Faridabad and Alwar, which are controlled by the respondent No. 1 and therefore it can be said that all the mines/office are under the common employer and the Haryana Minerals Ltd., it self is a unit for all purposes including for the purposes of retrenchment.

That the petitioner/workman completed his one year of probation period successfully and the period of probation was not extended and therefore the petitioner acquired the status of a conformed employee. That the management of HML vide its order dated 24-3-93 laid off the petitioner on the false reason that all the stone crushers have been closed down which is totally false as these stone crushes are still operating at various places and these stone crushers are maintaining the supply line of raw material to the Government projects i.e. DDA and to the private requirement of the society. Hence the impugned order of lay off is mere an eye wash and it is based on false hood.

That it will be relevant to submit here that the petitioner was not paid his three months salary at the time of his retrenchment. That the impugned order dated 24-3-93 passed by managing Director by which the services of the petitioner/workman has been terminated is illegal, unjust against the principle of natural justice without any jurisdiction against the mandatory provision of law and the same is liable to be quashed and the petitioner is entitled for his reinstatement in service along all the consequential benefit.

The management has filed written statement. In the written statement, it has been stated that he was appointed as a clerk on purely temporary and ad-hoc basis for a specific period of three months vide letter No. HML/DLI/5853 dated 11-3-91. However, keeping in view the exigency of requirement this agreement was further extended from time to time on the same terms and conditions. There was/is no sanctioned post against which the petitioner

was appointed. The appointments on the ad-hoc basis are purely temporary in nature. These appointments are usually made for some specific period on the basis of need/requirement.

In view of the sharp decrease/reduction of mining activities and production of minerals a set back and crisis engulfed a number of mines of the respondent company. The management had to assess the overall requirement of the staff and the matter was placed before the Board of Directors. The matter of ad-hoc/temporary employees was taken up as special agenda being 7/92 in the meeting of the board of Directors held on 18-3-93. The Board decided that the services of some ad-hoc employees including the claimant/workman have been assessed surplus in their respective category of post and decided to dispense with their services in terms of their respective service conditions. The Board authorised the managing Director to take necessary action. consequently in terms of letter of appointment the services of the workman/claimant has been dispensed with by the managing director vide letter no. HM-MD/1993/7171 dated 24-3-93. He has been paid one month salary in lieu of one month notice alongwith the said order.

That by the same aforesaid resolution dated 18-3-93 services of one Smt. Raj Bhargawa were also decided to be dispensed with. She challenged the order of the managing Director in CWP No. 1829 of 1993 whereby the Hon'ble High Court of Delhi has been pleased to dismiss the same by its order dated 24th May, 1993 thereby upholding the action of the management to be justified.

That the claim of the workman/claimant is wholly misconceived as he had agreed and consented to the terms and conditions of appointment. As such his claim is not maintainable. That as stated hereinabove, the order dated 24-3-93 is passed in terms of letter of appointment in consonance with the service rules. It is not an order of retrenchment under the Industrial Dispute Act, 1947. As such the claim petition is not maintainable at all and this Hon'ble Tribunal has no jurisdiction.

As stated hereinabove the workman/claimant was appointed vide letter dated 11-3-91 purely on temporary and ad-hoc basis for specific period of 3 months. However, the period was extended from time to time, due to exigency and requirement on the same terms and conditions. There is no question of any probation period. The order dated 24-3-93 is passed in terms of letter of appointment. Thus the contents of this para are wholly wrong and baseless and are denied.

The workman applicant has filed rejoinder. In his rejoinder, he has denied most of the paras of the statement of claim and has reiterated the averments of the statement of claim. Evidence of both the parties has been taken.

The workman applicant is absenting from 22-4-2003. Notice had been sent to him but he did not turn up.

Heard arguments from the side of the management. The case of the workman applicant is that the workman applicant completed his one year of probation period

successfully and the period of probation was not extended and, therefore, the petitioner acquired the status of a confirmed employee. The management vide its letter dt. 24-3-1993 laid off the petitioner on the false reason that all the stone crushers were closed down which is totally false. The petitioner was not paid his three months salary at the time of his retrenchment.

It was submitted from the side of the respondent that his appointment was purely on adhoc basis for a specific period of three months vide letter dt. 11-3-1991. Keeping in view the exigencies of requirement, this agreement was further extended from time to time on the same terms and conditions. He was not appointed against any sanctioned post. His appointment was temporary adhoc. The services of Smt. Raj Bhargava was terminated on the basis of the same resolution. She went to the Hon'ble High Court but in CPW No. 1829/1993, the writ petition was dismissed by the Hon'ble Delhi High Court and the action of the management was upheld to be justified. The workman applicant was appointed on purely temporary and adhoc basis for specific period of three months. No post was sanctioned, so his services alongwith the services of Smt. Raj Bhargava was dispensed with. The Hon'ble Delhi High Court has held the dismissal valid. The workman had not been able to make out his case.

The reference is replied thus :

The action of the management of M/s Haryana Minerals Ltd. in terminating the services of Sh. Rakesh Kumar w.e.f. 4-1-93 is just, fair and legal. The workman applicant is not entitled to get any relief as prayed for.

The award is given accordingly.

Dt. 19-01-2005

R.N. RAI, Presiding Officer

नई दिल्ली, 28 जनवरी, 2005

का.आ. 508—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मै० ओ०एन०जी०सी० के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण अहमदाबाद के पंचाट (संदर्भ संख्या 244/04) को प्रकाशित करती है, जो केन्द्रीय सरकार को 28-01-2005 को प्राप्त हुआ था।

[सं. एल-30025/17/2005-आई.आर. (विविध)]

बी. एम. डेविड, अवर सचिव

New Delhi, the 28th January, 2005

S.O. 508.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 244/04) of the Central Government Industrial Tribunal-cum-Labour Court, Ahmedabad as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of M/s O.N.G.C. and their workman, which was received by the Central Government on 28-01-2005

[No. L-30025/17/2005-IR (M)]

B.M. DAVID, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT AT AHMEDABAD

PRESENT:

SHRI B.I. KAZI B.Sc., L.L.M., Presiding Officer

Com. C.G.I.T.A. No. 244/04 in Reference
No. C.G.I.T.A. No. 215/04

(Old Com. No. 198/03 in Ref. (I.T.C.) No. 139/99)

Baldevbhai F Vankar. ... Complainant
Block No. 11 Ankur Society,
Kalol.

Versus

Group General Manager, ... Opponent
ONGC, Ahmedabad Project,
Avani Bhavan, Ahmedabad.

APPEARANCES:

Complainant : Shri Hemal K. Acharya

Opponent : Shri K.V. Gadhia

ORDER

1. The complainant has filed this complaint under Section 33A of the Industrial Dispute Act, praying that the act of the opponent changing his service conditions is in violation of Section 33 and it is also prayed that the opponent should not interfere with the working of the complainant and for other relief.

2. The brief facts of the complainant is that he is working since last 10 years as a helper in D.B.G. department. The complainant and other workmen has raised the dispute which is pending before the Industrial Tribunal being reference I.T.C. No. 139/99. He is doing the permanent work. He is denied the wages which is given to the permanent employee of the O.N.G.C. The opponent is trying to change the service conditions and intending to terminate the services of complainant. Thus the act of the opponent being improper and illegal. Before terminating the services the permission of the Tribunal is necessary. Hence he prayed the relief as per para 10 of the complaint. By Ex. 2 the complainant has filed and ad-interim application and Tribunal has granted the status-quo.

3. The opponent has submitted the Written Statement by Ex. 10. The brief facts are that the complaint is not maintainable at law and Hon'ble Tribunal has no jurisdiction. The opponent has not contravened any provisions of Section 33 of the Industrial Dispute Act and hence this complaint is not maintainable. It is also submitted that the complainant is not a concerned workman. Thus the complaint is not tenable. Hence it is prayed that the complaint is required to be dismissed with cost.

4. During the course of proceedings the complainant had submitted Ex. 11 and it was submitted that in view of order passed in Main Reference, i.e. Reference C.G.I.T.A. No. 215/04 (Old No. 139/99), the present complaint is become infructuous. The complaint may be disposed off accordingly.

5. Looking to the order passed in Reference C.G.I.T.A. No. 215/04 as per Ex. 46 and 48, the Tribunal has granted the application Ex. 46 and 48 of the present complainant and direction was issued that there should not be change in the service conditions of the complainant till the final disposal of that reference.

6. Thus it is clear that the opponent has not committed any breach of Section 33(A) of the Industrial Dispute Act and looking to the facts of the complaint there is no violation of Section 33(A) of the Industrial Dispute Act by the opponent. Hence thus complaint does not survive in law. Hence I passed the following order.

C ER

In view of Ex. 11 the complaint is hereby disposed off. No order as to cost.

Ahmedabad

Date: 25-10-04

B.I. KAZI, Presiding Officer

नई दिल्ली, 28 जनवरी, 2005

का.आ. 509—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मै० ओ०एन०जी०सी० के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, अहमदाबाद के, पंचाट (संदर्भ संख्या 774/04) को प्रकाशित करती है, जो केन्द्रीय सरकार को 28-01-2005 को प्राप्त हुआ था।

[सं. एल-30011/114/2001-आई.आर. (विविध)]

बी. एम. डेविड, अवर सचिव

New Delhi, the 28th January, 2005

S.O. 509.—In pursuance of Section 17 of the Industrial Dispute Act 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 774/04) of the Central Government Industrial Tribunal-cum-Labour Court, Ahmedabad as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of M/s O.N.G.C. and their workman, which was received by the Central Government on 28-01-2005

[No. L-30011/114/2001-IR (M)]

B.M. DAVID, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT AT AHMEDABAD

PRESENT: Shri B.I. KAZI B.Sc., L.L.M., Presiding Officer

Industrial Dispute No. 774/04

(Old ITC No. 24/2002 transferred from I.T. Ahmedabad)

- | | |
|--|------------------|
| a. The Asstt. Manager (Projects),
O.N.G.C. Ltd.,
Ankleshwar Project,
Ankleshwar (Gujarat),
Ankleshwar-393 010. | ... First Party |
| b. The Executive Director,
ONGC, WRBC, Makarpura Road,
Baroda. (Gujarat) | I/s. |
| ONGC Mazdoor Sangh,
C/o Bhartiya Mazdoor Sangh,
The General Secretary,
Nr. Asian Paint Chokdi GIDC,
Ankleshwar (Gujarat) | ... Second party |

Appearances :

First Party : Shri C.S. Naidu, Shri P.F. Jhaveri

Second Party : Absent

AWARD

1. The Government of India has referred the Industrial Dispute between the above parties by order No. L-30011/114/2001 IR (M) dated 03/05/2002 to this Tribunal for adjudication. The terms of reference is as under :

SCHEDULE

"Whether the action of the management in not conducting the Training Programme three months prior to E-O Job Oriented is legal, proper and justified? If not, what directions are necessary in the matter?"

2. The second party was issued a notice to file the statement of claim by this Tribunal on 30-8-02. The date to file the statement of claim was 23-9-02. The appropriate Government has also directed the second party who has raised the dispute to file a statement of claim with relevant document and list of reliance and witnesses to the Tribunal within 15 days of the receipt of the order.

3. However, proper opportunity was given by this Tribunal to file a statement of claim to the second party. The second party failed to submit a statement of claim after 2 ½ years from the date of reference. Thus this Tribunal has reason to believe that the second party is not interested in the dispute. The second party as not justified the demand that the action of the management in not conducting the Training Programme three months prior E.O. Job Oriented Test is illegal, improper, and unjust. The second party is not entitled for any direction in this matter.

Hence I hereby pass the following order :

ORDER

The action of the management in not conducting the Training Programme three months prior to E-O Job Oriented Test is legal, proper and just. The second party is not entitled for any direction in this matter. Hence reference is rejected. No order as to cost.

Ahmedabad

Date: 12-10-04

B.I. KAZI, Presiding Officer

नई दिल्ली, 28 जनवरी, 2005

SCHEDULE

का.आ. 510—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मै० जे०एम० बख्शी एंड संस के प्रबंधन के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, अहमदाबाद के पंचाट (संदर्भ संख्या 1204/04) को प्रकाशित करती है, जो केन्द्रीय सरकार को 28-01-2005 को प्राप्त हुआ था।

[सं. एल-37011/2/2002-आई.आर. (विविध)]

बी. एम. डेविड, अवर सचिव

New Delhi, the 28th January, 2005

S.O. 510.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 1204/04) of the Central Government Industrial Tribunal-cum-Labour Court, Ahmedabad as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of M/s J.M. Baxi & Co. and their workman, which was received by the Central Government on 28-01-2005.

[No. L-37011/2/2002-IR (M)]

B. M. DAVID, Under Secy.

ANNEXURE

**BEFORE THE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT
AT AHMEDABAD**

PRESENT:

SHRIB.I. KAZIB.S.C., L.L.M., Presiding Officer
Industrial Dispute No. 1204/04

(Old ITC No. 19/2002 transferred from I.T. Ahmedabad)

M/s J.M. Baxi & Co,
The Chief Executive,
Seva Sadan-II
Kandla (Kutch)-370 210

... First Party

V/s.

The General Secretary,
Transport & Dock Workers Union,
Room No. 21 Yogesh Building Ward 12-C,
Plot No. 58,
Gandhidham

... Second party

Appearances:

First Party : Absent

Second Party : Absent

AWARD

1. The Government of India has referred the Industrial Dispute between the above parties by order No. L-37011/2/2002 IR (M) dated 01/08/2001 to this Tribunal for adjudication. The terms of reference is as under :

"Whether the action of the management of J.M. Baxi & Co., Kandala not to regularise the service of 8 Tally Clerks as mentioned in Annexure A/mentioned in settlement dated 26-04-1999 is justified or legal? If not, what relief the workmen are entitled for and since when?"

2. A notice was issued to the parties by Ex. 2. During the course of proceeding the parties settled the dispute and it is a bilateral settlement with the union and workers and have signed the memorandum of settlement on mutual understanding on 18th October, 2002. A copy of memorandum is also attached with pursis at Ex. 3.

Thus looking to this fact I hereby pass the following order :

ORDER

The parties have come to amicable settlement. The settlement is hereby recorded and the parties are hereby directed to follow the terms of memorandum of settlement dated 18th October, 2002.

The award is passed in terms of settlement dated 18-10-02. No order as to cost.

Ahmedabad

Dated : 12-10-04

B.I. KAZI, Presiding Officer

नई दिल्ली, 28 जनवरी, 2005

का.आ. 511—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार स्टील ऑथोरिटी ऑफ इण्डिया लि० के प्रबंधन के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, चंडीगढ़-1 के पंचाट (संदर्भ संख्या 248/99) को प्रकाशित करती है, जो केन्द्रीय सरकार को 28-01-2005 को प्राप्त हुआ था।

[सं. एल-29012/88/99-आई.आर. (विविध)]

बी. एम. डेविड, अवर सचिव

New Delhi, the 28th January, 2005

S.O. 511.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 248/99) of the Central Government Industrial Tribunal-cum-Labour Court, Chandigarh-I as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Steel Authority of India Ltd. and their workman, which was received by the Central Government on 28-01-2005

[No. L-29012/88/99-IR (M)]

B. M. DAVID, Under Secy.

ANNEXURE

**BEFORE SHRI RAJESH KUMAR, PRESIDING
OFFICER, CENTRAL GOVT. INDUSTRIAL
TRIBUNAL-CUM-LABOUR COURT-I,
CHANDIGARH**

Case No. L.D. 248/99

Sh. Gurmeet Singh, House No. 1071, Sector 21-B,

Chandigarh

.....Applicant

Versus

1. The Zonal Manager, Steel Authority of India Ltd. Central Marketing Organisation, North West Zone, Jalandhar (Pb.)

2. The Branch Manager, Steel Authority of India Ltd. Branch Sale Office, SCO. 27, Sector 26, Chandigarh.

.....Respondent

REPRESENTATIVE:

For the workman : Shri O.P. Batra

For the Management : Shri Vaneesh Khanna

AWARD

Passed on 16-12-2004

The Central Govt. Ministry of Labour *vide* notification No. L-29012/88/99/IR(M) Dated 17th November, 1999 has referred the following dispute to this Tribunal for adjudication :

"Whether the action of the Zonal Manager, Steel Authority of India, Ltd., Jalandhar and Branch Manager, Steel Authority of India Ltd. Chandigarh in terminating the Services of Shri Gurmeet Singh, Ex. M-T Driver w.c.f. 2-5-90 as voluntary abandonment of service is just and legal? If not, to what relief the workman is entitled to?"

1. On the request of both the parties case taken up in Lok Adalat for settlement/disposal. Statement of A/R of workman recorded on SA. The representative of the workman made a statement to withdraw the present reference in the Lok Adalat as the case has been settled. In view of the statement of the rep. of the workman and management having no objection the reference is returned to Central Govt. as withdrawn. Central Govt. be informed. File be consigned to record.

Announced.

16-12-2004

RAJESH KUMAR, Presiding Officer

नई दिल्ली, 28 जनवरी, 2005

का०आ० 512 — औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मै. ओ. एन. जी. सी. के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण अहमदाबाद के पंचाट (संदर्भ संख्या 235/04) को प्रकाशित करती है, जो केन्द्रीय सरकार को 28-01-2005 को प्राप्त हुआ था।

[सं. एल-30025/8/05-आई०आर० (विधि)]

वी. एम. डेविड, अवसर सचिव

New Delhi, the 28th January, 2005

S.O. 512.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 235/04) of the Central Government Industrial Tribunal-cum-Labour Court, Ahmedabad as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of M/s. ONGC and their workman, which was received by the Central Government on 28-01-2005:

[No. L-30025/8/05-IR(M)]

B.M. DAVID, Under Secy.

ANNEXURE

**BEFORE THE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT AT
AHMEDABAD**

Present : Shri B. I. Kazi B. Sc., L.L.M.,

Presiding Officer

Com. C.G.I.T.A. No. 235/04 In Reference No. C.G.I.T.A.
No. 215/04

(Old Com. No. 189/03 In Ref. (L.T.C.) No. 139/99)

Upadhyay Vijay Indrajit,

Kaligam Tal.

Dist. Ahmedabad

Versus

Group General Manager,
ONGC, Ahmedabad Project
Avani Bhavan, Ahmedabad.

... Opponent

APPEARANCES:

Complainant : Shri Hemal K. Acharya

Opponent : Shri K. V. Gadhiya

ORDER

1. The complainant has filed this complaint Under Section 33 A of the Industrial Dispute Act, praying that the act of the opponent changing his Service conditions is in violation of Section 33 and it is also prayed that the opponent should not interfere with the working of the complainant and for other relief.

2. The brief facts of the complainant is that he is working since last 10 years as a helper in D.B.C. department. The complainant and other workmen has raised the dispute which is pending before the Industrial Tribunal being reference I.T.C. No. 139/99. He is doing the permanent work. He is denied the wages which is given to the permanent employee of the O.N.G.C. The opponent is trying to change the service conditions and intending to terminate the services of complainant. Thus the act of the opponent being improper and illegal. Before terminating the services the permission of the Tribunal is necessary. Hence he prayed the relief as per para 10 of the complaint. By Ex. 2 the complainant has filed an ad-interim application and Tribunal has granted the status-quo.

3. The opponent has submitted the Written Statement by Ex. 10. The brief facts are that the complaint is not maintainable at law and Hon'ble Tribunal has no jurisdiction. The opponent has not contravened any provisions of Section 33 of the Industrial Dispute Act and hence this complaint is not maintainable. It is also submitted that the complainant is not a concerned workmen. Thus the complaint is not tenable. Hence it is prayed that the complaint is required to be dismissed with cost.

4. During the course of proceedings the complainant had submitted Ex. 11 and it was submitted that in view of order passed in Main Reference, i.e. Reference C.G.I.T.A. No. 215/04 (Old No. 139/99), the present complaint is become infructuous. The complaint may be disposed off accordingly.

5. Looking to the order passed in Reference C.G.I.T.A. No. 215/04 as per Ex. 46 and 48, the Tribunal has granted the application Ex. 46 and 48 of the present complainant and direction was issued that there should not be change in the service conditions of the complainant till the final disposal of that reference.

6. Thus it is clear that the opponent has not committed any breach of Section 33 A of the Industrial Dispute Act and looking to the facts of the complaint there is no violation of Section 33 (A) of the Industrial Dispute Act by the opponent. Hence this complaint does not survive in law. Hence I pass the following order :

ORDER

In view of Ex. 11 the complaint is hereby disposed off. No order as to cost.

Ahmedabad B.I. KAZI, Presiding Officer
Dated: 25-10-2004

नई दिल्ली, 28 जनवरी, 2005

का०आ०५१३—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मै. ओ. एन. जी. सी. के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण अहमदाबाद के पंचाट (संदर्भ संख्या 234/04) को प्रकाशित करती है, जो केन्द्रीय सरकार को 28-01-2005 को प्राप्त हुआ था।

[सं. एल-30025/7/05-आई.आर. (विविध)]

बी० एम० डेविड, अवर सचिव

New Delhi, the 28th January, 2005

S.O. 513.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 234/04) of the Central Government Industrial Tribunal-cum-Labour Court, Ahmedabad as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of M/s. ONGC and their workman, which was received by the Central Government on 28-01-2005.

[No. L-30025/7/05-IR(M)]

B.M. DAVID, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT AT AHMEDABAD

Present : Shri B. I. Kazi B. Sc., L.L.M.,

Presiding Officer

Com. C.G.I.T.A. No. 234/04 In Reference No. C.G.I.T.A.
No. 215/04

(Old Com. No. 188/03 In Ref. (I.T.C.) No. 139/99)

Omprakash Bhagvandas Sharma, Complainant
A/5 Shyam Darshan Society,
Shivaji Chowk, Krushnanagar,
New Naroda, Ahmedabad

Versus

Group General Manager, Opponent
ONGC, Ahmedabad Project.
Avani Bhavan, Ahmedabad.

APPEARANCES :

Complainant : Shri Hemal K. Acharya
Opponent : Shri K. V. Gadhia

ORDER

1. The complainant has filed this complaint Under Section 33 A of the Industrial Dispute Act, praying that the act of the opponent changing his Service conditions is in violation of Section 33 and it is also prayed that the opponent should not interfere with the working of the complainant and for other relief.

2. The brief facts of the complainant is that he is working since last 10 years as a helper in D.B.G. department. The complainant and other workmen has raised the dispute which is pending before the Industrial Tribunal being reference I.T.C. No. 139/99. He is doing the permanent work. He is denied the wages which is given to the permanent employee of the O.N.G.C. The opponent is trying to change the service conditions and intending to terminate the services of complainant. Thus the act of the opponent being improper and illegal. Before terminating the services the permission of the Tribunal is necessary. Hence he prayed the relief as per para 10 of the complaint. By Ex. 2 the complainant has filed and ad-interim application and Tribunal has granted the status-quo.

3. The opponent has submitted the Written Statement by Ex. 10. The brief facts are that the complaint is not maintainable at law and Hon'ble Tribunal has no jurisdiction. The opponent has not contravened any provisions of Section 33 of the Industrial Dispute Act and hence this complaint is not maintainable. It is also submitted that the complainant is not a concerned workmen. Thus the complaint is not tenable. Hence it is prayed that the complaint is required to be dismissed with cost.

4. During the course of proceedings the complainant had submitted Ex. 11 and it was submitted that in view of

order passed in Main Reference, i.e. Reference C.G.I.T.A. No. 215/04 (Old No. 139/99), the present complaint is become infructuous. The complaint may be disposed of accordingly.

5. Looking to the order passed in Reference C.G.I.T.A. No. 215/04 as per Ex. 46 and 48, the Tribunal has granted the application Ex. 46 and 48 of the present complainant and direction was issued that there should not be change in the service conditions of the complainant till the final disposal of that reference.

6. Thus it is clear that the opponent has not committed any breach of Section 33 (A) of the Industrial Dispute Act and looking to the facts of the complaint there is no violation of Section 33 (A) of the Industrial Dispute Act by the opponent. Hence this complaint does not survive in law. Hence I pass the following order :

ORDER

In view of Ex. 11 the complaint is hereby disposed of. No order as to cost.

Ahmedabad

B.I. KAZI, Presiding Officer

Date : 25-10-2004

नई दिल्ली, 28 जनवरी, 2005

का.आ. 514—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसूची में, केन्द्रीय सरकार में ओ. एन. जी. सी. के प्रबंधन के संबंध में नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, अहमदाबाद के पंचाट (संदर्भ संख्या 233/04) को प्रकाशित करती है, जो केन्द्रीय सरकार को 28-01-2005 को प्राप्त हुआ था।

[सं. एल-30025/6/2005-आई.आर. (विविध)]

बी. एम. डेविड, अवर सचिव

New Delhi, the 28th January, 2005

S.O. 514.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 233/04) of the Central Government Industrial Tribunal-cum-Labour Court, Ahmedabad as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of M/s ONGC and their workmen, which was received by the Central Government on 28-01-2005

[No. L-30025/6/2005-IR(M)]

B.M. DAVID, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT AT AHMEDABAD

Present :

Shri B. I. Kazi, B. Sc., LL.M., Presiding Officer

Com. C.G.I.T.A. No. 233/04 in Reference No. C.G.I.T.A.
No. 215/04

(Old Com. No. 187/03 in Ref. (I.T.C.) No. 139/99)

Nadi Lalabhai Varubhai,
Harj anvas, Rohitvas,
Nadiyas, Post Pansar,
Tal. Kalol, Dist : G'nagar.

.... Complainant

Versus :

Group General Manager,
ONGC, Ahmedabad Project,
Avani Elhavan, Ahmedabad.

.... Opponent

Appearances :

Complainant : Shri Hemal K. Acharya

Opponent : Shri K. V. Gadhia

ORDER

1. The complainant has filed this complaint under Section 33-A of the Industrial Dispute Act, praying that the act of the opponent changing his service conditions is in violation of Section 33 and it is also prayed that the opponent should not interfere with the working of the complainant and for other relief.

2. The brief facts of the complainant is that he is working since last 10 years as a helper in D.B.G. department. The complainant and other workmen has raised the dispute which is pending before the Industrial Tribunal being reference I.T.C. No. 139/99. He is doing the permanent work. He is denied the wages which is given to the permanent employee of the O.N.G.C. The opponent is trying to change the service conditions and intending to terminate the services of complainant. Thus the act of the opponent being improper and illegal. Before terminating the services the permission of the Tribunal is necessary. Hence he prayed the relief as per para 10 of the complaint. By Ex. 2 the complainant has filed an ad-interim application and Tribunal has granted the status-quo.

3. The opponent has submitted the Written Statement by Ex. 10. The brief facts are that the complaint is not maintainable at law and Hon'ble Tribunal has no jurisdiction. The opponent has not contravened any provisions of Section 33 of the Industrial Dispute Act and hence this complaint is not maintainable. It is also submitted that the complainant is not a concerned workman. Thus the complaint is not tenable. Hence it is prayed that the complaint is required to be dismissed with cost.

4. During the course of proceedings the complainant had submitted Ex. 11 and it was submitted that in view of order passed in Main Reference, i.e. Reference C.G.I.T.A. No. 215/04 (Old No. 139/99), the present complaint is become infructuous. The complaint may be disposed of accordingly.

5. Looking to the order passed in Reference C.G.I.T.A. No. 215/04 as per Ex. 46 and 48, the Tribunal has granted the application Ex. 46 and 48 of the present complainant and direction was issued that there should not be change in the service conditions of the complainant till the final disposal of that reference.

6. Thus it is clear that the opponent has not committed any breach of Section 33 (A) of the Industrial Dispute Act

and looking to the facts of the complaint there is no violation of Section 33 (A) of the Industrial Dispute Act by the opponent. Hence thus complaint does not survive in law. Hence I pass the following order :

ORDER

In view of Ex. 11 the complaint is hereby disposed of. No order as to cost.

Ahmedabad

Date : 25-10-2004

B.I. KAZI, Presiding Officer

नई दिल्ली, 28 जनवरी, 2005

का.आ. 515—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार में. ओ. एन. जी. सी. के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, अहमदाबाद के पंचाट (संदर्भ संख्या 232/04) को प्रकाशित करती है, जो केन्द्रीय सरकार को 28-01-2005 को प्राप्त हुआ था।

[सं. एल-30025/5/05-आई.आर. (विविध)]

बी. एम. डेविड, अवर सचिव

New Delhi, the 28th January, 2005

S.O. 515.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 232/04) of the Central Government Industrial Tribunal-cum-Labour Court, Ahmedabad as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of M/s. ONGC and their workmen, which was received by the Central Government on 28-01-2005

[No. L-30025/5/05-IR(M)]

B.M. DAVID, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT AT AHMEDABAD

Present :

Shri B. I. Kazi, B. Sc., LL.M., Presiding Officer

Com. C.G.L.T.A. No. 232/04 in Reference No. C.G.L.T.A. No. 215/04

[Old Com. No. 186/03 in Ref. (I.T.C.) No. 139/99]

Parmar Rameshbhai Manilal,
New Ram Krushna Society,
B/h. Market yard,
Tal. Kalol, Dist. G'nagar.

Complainant

Versus

Group General Manager,
ONGC, Ahmedabad Project,
Avani Bhavan, Ahmedabad.

Opponent

Appearances :

Complainant : Shri Hemal K. Acharya

Opponent : Shri K. V. Gadhia

ORDER

1. The complainant has filed this complaint under Section 33-A of the Industrial Dispute Act, praying that the act of the opponent changing his service conditions is in violation of Section 33 and it is also prayed that the opponent should not interfere with the working of the complainant and for other relief.

2. The brief facts of the complainant is that he is working since last 10 years as a helper in D.B.G. department. The complainant and other workmen has raised the dispute which is pending before the Industrial Tribunal being reference I.T.C. No. 139/99. He is doing the permanent work. He is denied the wages which is given to the permanent employee of the O.N.G.C. The opponent is trying to change the service conditions and intending to terminate the services of complainant. Thus the act of the opponent being improper and illegal. Before terminating the services the permission of the Tribunal is necessary. Hence he prayed the relief as per para 10 of the complaint. By Ex. 2 the complainant has filed and ad-interim application and Tribunal has granted the status-quo.

3. The opponent has submitted the Written Statement by Ex. 10. The brief facts are that the complaint is not maintainable at law and Hon'ble Tribunal has no jurisdiction. The opponent has not contravened any provisions of Section 33 of the Industrial Dispute Act and hence this complaint is not maintainable. It is also submitted that the complainant is not a concerned workman. Thus the complaint is not tenable. Hence it is prayed that the complaint is required to be dismissed with cost.

4. During the course of proceedings the complainant had submitted Ex. 11 and it was submitted that in view of order passed in Main Reference, i.e. Reference C.G.I.T.A. No. 215/04 (Old No. 139/99), the present complaint is become infructuous. The complaint may be disposed of accordingly.

5. Looking to the order passed in Reference C.G.I.T.A. No. 215/04 as per Ex. 46 and 48, the Tribunal has granted the application Ex. 46 and 48 of the present complainant and direction was issued that there should not be change in the service conditions of the complainant till the final disposal of that reference.

6. Thus it is clear that the opponent has not committed any breach of Section 33 (A) of the Industrial Dispute Act and looking to the facts of the complaint there is no violation of Section 33 (A) of the Industrial Dispute Act by the opponent. Hence thus complaint does not survive in law. Hence I pass the following order :

ORDER

In view of Ex. 11 the complaint is hereby disposed of. No order as to cost.

Ahmedabad

B.I. KAZI, Presiding Officer

Date : 25-10-2004